



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शुक्रवार, 12 मार्च, 2021 / 21 फाल्गुन, 1942

हिमाचल प्रदेश सरकार

AGRICULTURE DEPARTMENT

NOTIFICATION

Shimla-171002, the 4th March, 2021

No. Agr.B-C(5)-39/2020.—The Governor, Himachal Pradesh is pleased to constitute a District Level Committee (DLC) for the implementation of the State Scheme “Mukhya Mantri

Krishi Kosh Scheme for eligible Farmer's Producers Organizations (FPOs)—2020" as per guidelines of the scheme. The composition of District Level Committee is as under:—

1.	Deputy Commissioner	<i>Chairman</i>
2.	Deputy Director Horticulture officer of the concerned District	<i>Member</i>
3.	Assistant Director Fisheries of the concerned District	<i>Member</i>
4.	Deputy Director Animal Husbandry of the concerned District	<i>Member</i>
5.	District Industries Officer of the concerned District	<i>Member</i>
6.	Project Officer, DRDA of the concerned District	<i>Member</i>
7.	Representative of NABARD	<i>Member</i>
8.	Manager Lead Bank	<i>Member</i>
9.	Representative of Land Record	<i>Member</i>
10.	Representative of NGO	<i>Member</i>
11.	Representative of State Rural Livelihood Mission	<i>Member</i>
12.	Deputy Director Agriculture of the concerned District	<i>Member Secretary</i>

DLC can nominate any other member as per requirement.

The District Level Committee will examine the proposals in detail and assess the feasibility/viability of the projects for issuing sanction for financial assistances.

By order,
Sd/-
Addl. Chief Secretary.

AGRICULTURE DEPARTMENT

NOTIFICATION

Shiml-2, the 05th March, 2021

No. Agr-B-F(1)-19/2020.—The Governor, Himachal Pradesh is pleased to constitute the Governing Body of Himachal Pradesh, H.P. Crop Diversification Promotion Project (Phase-II), JICA ODA in Himachal Pradesh as under:—

1.	Agriculture Minister, Himachal Pradesh	<i>President</i>
2.	ACS/Pr. Secretary/Secretary (Agr.) to the Govt. of H.P.	<i>Vice President</i>
3.	ACS/Pr. Secretary/Secretary (Finance) to the Govt. of H.P.	<i>Member</i>
4.	Advisor (Planning), H.P.	<i>Member</i>
5.	Chief Project Advisor, State Project Management Unit	<i>Member</i>
6.	Director of Agriculture, H.P.	<i>Member</i>

7.	Representative of Ministry of Agriculture & Farmer Welfare, DAC, Govt. of India	<i>Member</i>
8.	Vice Chancellor, CSKHPKV, Palampur, H.P.	<i>Member</i>
9.	Managing Director, H.P. State Agricultural Marketing Board	<i>Member</i>
10.	Executive Director (SPNF)	<i>Member</i>
11.	Project Director, State Project Management Unit	<i>Member Secretary</i>

Two non-official members to be nominated by Government of Himachal Pradesh from progressive farmers.

Functions and Powers of Governing Council:—

The Governing Council shall have the following functions and powers namely to :

1. Observe the provisions of the Memorandum of Association rules and such instructions of Govt. of H.P. in department dealing with the affairs of the Himachal Pradesh Agriculture Development Society as may be the issues from time to time.
2. Exercise general control and issue such directions for the efficient management and administration of the affairs of the Himachal Pradesh Agriculture Development Society as may be necessary.
3. Nominate members of the executive council in accordance with rules.
4. Approve the annual budget of the Himachal Pradesh Agriculture Development Society drawn up by the executive council and approve the budget for submission to the Govt. of H.P. for sanction of grants.
5. Consider the annual report approved by the executive council.
6. Consider the balance sheet and audited accounts.
7. Add and amend with prior approval of the Govt. of H.P. the rules of the Himachal Pradesh Agriculture Development Society.
8. Form bye-laws not inconsistent with these rules and the memorandum of association for the management, administration & regulation of the business of the Himachal Pradesh Agriculture Development Society for the furtherance of its objectives.
9. To constitute committees with or without powers to control namely:
 - (i) Executive Committee.
 - (ii) Any other committee deemed necessary.
10. To perform such other functions as are entrusted to it, under these rules.
11. The Governing Body may by resolution delegate the powers to its chairman or of any Standing Committee or the Project Director State PMU or to any other officer of the Himachal Pradesh Agriculture Development Society such of its powers for the conduct of business as it may deem fit.

By order,

Sd/-

Additional Chief Secretary (Agr.).

AGRICULTURE DEPARTMENT**NOTIFICATION***Shimla-2, the 05th March, 2021*

No. Agr-B-F(1)-19/2020.—The Governor, Himachal Pradesh is pleased to constitute the Executive Committee of Himachal Pradesh Agriculture Development Society for implementation of Himachal Pradesh Crop Diversification Promotion Project (Phase-II), JICA ODA in Himachal Pradesh as under:—

1.	ACS/Pr. Secretary/Secretary (Agr.) to the Govt. of H.P.	<i>Chairman</i>
2.	ACS/Pr. Secretary/Secretary (Finance) to the Govt. of H.P.	<i>Member</i>
3.	Advisor (Planning), H.P.	<i>Member</i>
4.	Representative of Ministry of Agriculture & Farmers Welfare, DAC, Govt. of India	<i>Member</i>
5.	Representative of JICA India Office	<i>Member</i>
6.	Chief Project Advisor, State Project Management Unit	<i>Member</i>
7.	Director of Agriculture, H.P.	<i>Member</i>
8.	Managing Director, H.P. State Agricultural Marketing Board	<i>Member</i>
9.	Executive Director (SPNF)	<i>Member</i>
10.	Chief Advisor TCP	<i>Member</i>
11.	Team Leader, PMC	<i>Member</i>
12.	Four District Project Managers	<i>Member</i>
13.	Project Director, State Project Management Unit	<i>Member Secretary</i>

Functions and Powers of Executive Committee:—

1. It shall be the responsibility of the Executive Committee to endeavor to achieve the objectives of the Society and to discharge all its functions. The Executive Committee shall exercise all administrative and financial powers including powers to create posts of all descriptions and make appointments thereon in accordance with regulations.
2. The Executive Committee shall have under its control the management of all the affairs and funds of the Society.
3. The Executive Committee shall have the powers and responsibilities in respect of the following:
 - (a) To frame regulations with the approval of the State Government.
 - (b) To frame amend or repeal any bye laws for the conduct of activities of the Society in furthering its objectives with the approval of the Governing Council.
4. The Executive Committee shall have the powers to enter into arrangement with other public or private organizations or individuals for furtherance of the objectives of the society.

5. The Executive Committee shall have the powers for securing and accepting endowments, grants-in-aid, donations, or gifts to the Society on mutually agreed terms and conditions of gifts shall not be inconsistent or in conflict with the objectives of the Society or with provisions of these rules.
6. The Executive Committee shall have the powers to take over and /or acquire in the name of the Society by purchase, gift or otherwise from Government and other public bodies or private individuals, any movable and immovable properties in the State or elsewhere or other funds together with any attendant obligation and engagement not inconsistent with the objectives of the Society and the provisions of these rules.
7. The Executive Committee shall take all steps to establish Project Management Unit or any other institution at State Level, District Level and Block Level required for the successful implementation of the project.
8. The Executive Committee shall have the powers to sell or give on lease any movable or immovable property of the Society provided, however, that no asset of the Society created out of Govt. grants shall without the approval of the Government be disposed off, encumbered or utilized for purpose other than those for which the grant was sanctioned.
9. The Executive Committee shall also:
 - (a) Consider and approve the Annual Plan of operation of Project "Himachal Pradesh Crop Diversification Promotion Project.
 - (b) Consider and approve the Annual budget of the project.
 - (c) Sort out problems in the implementation of the project.
 - (d) To ensure co-ordination with the line Departments/Agencies for the Project activities.
 - (e) To review the implementation of the activities under the projects.
 - (f) Perform any other works assigned by the Government.
10. The Executive Committee may delegate to the Chairman, Project Director or any of its members and /or to a Committee/ Group or any other officer of the Society /Project such administrative and financial powers and impose such duties as it deems proper and also duties that are to be exercised or discharged in furtherance of the objectives of the society.

By order,

Sd/-

Additional Chief Secretary (Agr.).

AGRICULTURE DEPARTMENT

NOTIFICATION

Shimla-2, the 20th August, 2020

No. Agr-B-C(17)-17/2020.—The Governor of Himachal Pradesh is pleased to constitute a committee for suggesting ways to converge various schemes of Agriculture, Animal Husbandry,

Rural Development & Panchayati Raj and Fisheries Departments. The composition of the Committee shall be as under:—

1.	Special Secretary (Agriculture) to the Govt. of H.P.	<i>Chairman</i>
2.	Managing Director, HP State Agricultural Marketing Board, Shimla	<i>Member</i>
3.	Director of Rural Development, H.P.	<i>Member</i>
4.	Director of Animal Husbandry, H.P.	<i>Member</i>
5.	Director of Fisheries, H.P.	<i>Member</i>
6.	Director of Agriculture, H.P.	<i>Member</i>
7.	Executive Director of Subhash Palekar Natural Farming, H.P.	<i>Member</i>

The Committee shall submit its report within 15 days from its constitution with a focus on the following:

- Convergence of various schemes.
- Synergies available between schemes.
- Suggested implementation framework of all the schemes in an integrated manner.
- How to improve market linkage/market infrastructure.
- Possibility of contract farming.

By order,

Sd/-

Principal Secretary (Agr.).

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

Dated, the 20th January, 2021

No: Shram(A)3-10/2020 (Awards).—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the Presiding Judge, Labour Court, Shimla on the website of the Department of Labour & Employment Government of Himachal Pradesh:—

Sl. No.	Reference/ Application	Title	Section
1.	Ref. 138/2020	Sh. Dev Parkash V/s Employer/Manager Nova Security Services (P) Ltd. & Ors.	10
2.	Ref. 150/2020	Sh. Kailash Chand V/s Employer/Manager Nova Security Services (P) Ltd. & Ors.	10
3.	Ref. 153/2020	Sh. Abhi Ram V/s Employer/ Manager Nova Security Services (P) Ltd. & Ors.	10

4.	Ref. 152/2020	Sh. OM Parkash V/s Employer/Manager Nova Security Services (P) Ltd. & Ors.	10
5.	Ref. 151/2020	Sh. Naresh Kumar V/s Employer/Manager Nova Security Services (P) Ltd. & Ors.	10
6.	Ref. 170/2020	Sh. Sunder Singh V/s Employer/ Manager Nova Security Services (P) Ltd. & Ors.	10
7.	Ref. 172/2020	Sh. Bal Krishan V/s Employer/Manager Nova Security Services (P) Ltd. & Ors.	10
8.	Ref. 174/2020	Sh. Gopal Chauhan V/s Employer/Manager Nova Security Services (P) Ltd. & Ors.	10
9.	Ref. 171/2020	Sh. Yuv Raj V/s Manager, Nova Security Services (P) Ltd. & Anr.	10
10.	Ref. 173/2020	Sh. Tej Ram V/s Manager, Nova Security Services (P) Ltd. & Anr.	10
11.	Ref. 114/2019	Miss Tashi Chhonzom V/s The Director of Horticulture Department Shimla & Anr.	10
12.	Ref. 115/2019	Chhering Panma V/s The Director of Horticulture Department Shimla & Anr.	10
13.	Ref. 116/2019	Sh. Anil Kumar V/s The Director of Horticulture Department Shimla & Anr.	10
14.	Ref. 17/2019	Chhewang Angmo V/s The Director of Horticulture Department Shimla & Anr.	10
15.	Ref. 118/2019	Smt. Chhering Lamo V/s The Director of Horticulture Department Shimla & Anr.	10

By order,

KAMLESH KUMAR PANT, IAS
Principal Secretary (Lab. & Emp.).

Ref. 138 of 2020

09.11.2020

Present: Petitioner in person.

Sh. Desh Raj Verma, AR for respondent Cecil Hotel.

Sh. Man Dass AR for respondent Nova Security Services.

The parties submits that after the dispute had been referred to this court the petitioner has entered into a settlement with the respondents. Sh. Desh Raj and Man Dass have placed on record a copy of an affidavit alongwith the photocopy of a cheque paid to Sh. Dev Parkash, accompanied with a resignation letter dated 27.10.2020. The petitioner Dev Parkash is also present in person today. He submits that he has settled the dispute with the respondents and in lieu thereof he has

received an amount of Rs. 42004/-, as full and final settlement of the his claim. A separate statement of the petitioner in this behalf has also been placed on record.

As a sequel to the aforesaid, the reference is thus dismissed as not having been pressed any further. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced
09.11.2020.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Ref. 150 of 2020

09.11.2020

Present: Petitioner in person.

Sh. Desh Raj Verma, AR for respondent Cecil Hotel.

Sh. Man Dass AR for respondent Nova Security Services.

The parties submits that after the dispute had been referred to this court the petitioner has entered into a settlement with the respondents. Sh. Desh Raj and Man Dass have placed on record a copy of an affidavit alongwith the photocopy of a cheque paid to Sh. Kailash Chand, accompanied with a resignation letter dated 27.10.2020. The petitioner Sh. Kailash Chand is also present in person today. He submits that he has settled the dispute with the respondents and in lieu thereof he has received an amount of Rs.83,517/-, as full and final settlement of the his claim. A separate statement of the petitioner in this behalf has also been placed on record.

As a sequel to the aforesaid, the reference is thus dismissed as not having been pressed any further. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced
11.11.2020.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Ref.

12.11.2020

Present: Petitioner in person.

Sh. Desh Raj Verma, AR for respondent Cecil Hotel.

Sh. Man Dass AR for respondent Nova Security Services.

The parties submits that after the dispute had been referred to this court the petitioner has entered into a settlement with the respondents. Sh. Desh Raj and Man Dass have placed on record a copy of an affidavit alongwith the photocopy of a cheque paid to Sh. Abhi Ram, accompanied with a resignation letter dated 27.10.2020. The petitioner Sh. Abhi Ram is also present in person today. He submits that he has settled the dispute with the respondents and in lieu thereof he has received an amount of Rs.50,829/-, as full and final settlement of the his claim . A separate statement of the petitioner in this behalf has also been placed on record.

As a sequel to the aforesaid, the reference is thus dismissed as not having been pressed any further. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced
12.11.2020.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Ref. 152 of 2020

12.11.2020

Present: Petitioner in person.

Sh. Desh Raj Verma, AR for respondent Cecil Hotel.

Sh. Man Dass AR for respondent Nova Security Services.

The parties submits that after the dispute had been referred to this court the petitioner has entered into a settlement with the respondents. Sh. Desh Raj and Man Dass have placed on record a copy of an affidavit alongwith the photocopy of a cheque paid to Sh. Om Parkash, accompanied with a resignation letter dated 27.10.2020. The petitioner Sh. Om Parkash is also present in person today. He submits that he has settled the dispute with the respondents and in lieu thereof he has received an amount of Rs.46,456/-, as full and final settlement of the his claim . A separate statement of the petitioner in this behalf has also been placed on record.

As a sequel to the aforesaid, the reference is thus dismissed as not having been pressed any further. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced
12.11.2020.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Ref. 151 of 2020

12.11.2020

Present: Petitioner in person.

Sh. Desh Raj Verma, AR for respondent Cecil Hotel.

Sh. Man Dass AR for respondent Nova Security Services.

The parties submits that after the dispute had been referred to this court the petitioner has entered into a settlement with the respondents. Sh. Desh Raj and Man Dass have placed on record a copy of an affidavit alongwith the photocopy of a cheque paid to Sh. Naresh Kumar, accompanied with a resignation letter dated 27.10.2020.

The petitioner Sh. Naresh Kumar is also present in person today. He submits that he has settled the dispute with the respondents and in lieu thereof he has received an amount of Rs.60,895/-, as full and final settlement of the his claim. A separate statement of the petitioner in this behalf has also been placed on record.

As a sequel to the aforesaid, the reference is thus dismissed as not having been pressed any further. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced
12.11.2020.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Ref. 170 of 2020

20.11.2020

Present: Petitioner in person.

Sh. Desh Raj Verma, AR for respondent Cecil Hotel.

Sh. Man Dass AR for respondent Nova Security Services.

The parties submits that after the dispute had been referred to this court the petitioner has entered into a settlement with the respondents. Sh. Desh Raj and Man Dass have placed on record a copy of an affidavit alongwith the photocopy of a cheque paid to Sh. Sunder Singh, accompanied with a resignation letter dated 16.11.2020. The petitioner Sh. Sunder Singh is also present in person today. He submits that he has settled the dispute with the respondents and in lieu thereof he has received an amount of Rs.29,845/-, as full and final settlement of the his claim . A separate statement of the petitioner in this behalf has also been placed on record.

As a sequel to the aforesaid, the reference is thus dismissed as not having been pressed any further. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced
20.11.2020.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Ref. 172 of 2020

12.11.2020

Present: Petitioner in person.

Sh. Desh Raj Verma, AR for respondent Cecil Hotel.

Sh. Man Dass AR for respondent Nova Security Services.

The parties submits that after the dispute had been referred to this court the petitioner has entered into a settlement with the respondents. Sh. Desh Raj and Man Dass have placed on record a copy of an affidavit alongwith the photocopy of a cheque paid to Sh. Bal Krishan, accompanied with a resignation letter dated 05.11.2020. The petitioner Sh. Bal Krishan is also present in person today. He submits that he has settled the dispute with the respondents and in lieu thereof he has received an amount of Rs.30,167/-, as full and final settlement of the his claim . A separate statement of the petitioner in this behalf has also been placed on record.

As a sequel to the aforesaid, the reference is thus dismissed as not having been pressed any further. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced
20.11.2020.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

20.11.2020

Present: Petitioner in person.

Sh. Desh Raj Verma, AR for respondent Cecil Hotel.

Sh. Man Dass AR for respondent Nova Security Services.

The parties submits that after the dispute had been referred to this court the petitioner has entered into a settlement with the respondents. Sh. Desh Raj and Man Dass have placed on record a copy of an affidavit alongwith the photocopy of a cheque paid to Sh. Gopal Chauhan, accompanied with a resignation letter dated 27.10.2020. The petitioner Sh. Gopal Chauhan is also present in person today. He submits that he has settled the dispute with the respondents and in lieu thereof he has received an amount of Rs.42,409/-, as full and final settlement of the his claim . A separate statement of the petitioner in this behalf has also been placed on record.

As a sequel to the aforesaid, the reference is thus dismissed as not having been pressed any further. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced
21.11.2020.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Yuv Raj V/s Manager Nova Security Private Ltd & Anr.

Ref. 171 of 2020

12.12.2020

Present: Petitioner in person.

Sh. Desh Raj Verma, AR for respondent Cecil Hotel.

Sh. Man Dass AR for respondent Nova Security Services.

The parties submits that after the dispute had been referred to this court the petitioner has entered into a settlement with the respondents. Sh. Desh Raj and Man Dass have placed on record a copy of an affidavit alongwith the photocopy of a cheque paid to Sh. Yuv Raj, accompanied with a resignation letter dated. The petitioner Yuv Raj is also present in person today. He submits that he has settled the dispute with the respondents and in lieu thereof he has received an amount of Rs. as full and final settlement of the his claim . A separate statement of the petitioner in this behalf has also been placed on record.

As a sequel to the aforesaid, the reference is thus dismissed as not having been pressed any further. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced
12-11-2020

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

Tej Ram V/s Manager Nova Security Private Ltd & Anr.

Ref. 173 of 2020

12.12.2020

Present: Petitioner in person.

Sh. Desh Raj Verma, AR for respondent Cecil Hotel.

Sh. Man Dass AR for respondent Nova Security Services.

The parties submits that after the dispute had been referred to this court the petitioner has entered into a settlement with the respondents. Sh. Desh Raj and Man Dass have placed on record a copy of an affidavit alongwith the photocopy of a cheque paid to Sh. Tej Ram, accompanied with a resignation letter dated. The Petitioner Tej Ram is also present in person today. He submits that he has settled the dispute with the respondents and in lieu thereof he has received an amount of Rs. as full and final settlement of the his claim . A separate statement of the petitioner in this behalf has also been placed on record.

As a sequel to the aforesaid, the reference is thus dismissed as not having been pressed any further. Disposed off accordingly. Let a copy of this order be sent to the appropriate government for publication in the official gazette. Be consigned to records after completion.

Announced
12-11-2020

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Labour Court, Shimla.

**IN THE COURT OF CHIRAG BHANU SINGH, PRESIDING JUDGE, HP INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No. 114/2019

Instituted on 16.7.2019

Decided on 17.12.2020

Miss. Tashi Chhonzom d/o Sh. Chhewang Tamdin, Village and P.O. Lalung, Tehsil Spiti,
Distt. Lahaul Spiti, H.P. . *Petitioner.*

1. The Director, Horticulture Department, H.P. Shimla-2, H.P.
2. The subject matter Speclist (Horticulture), Spiti at Kaza, Distt. Lahaul Spiti, H.P. . *Respondents.*

Reference under section 10 of the Industrial Disputes Act.

For petitioner : Shri R. K. Khidta, Advocate.

For respondents : Shri Nitin Soni, ADA.

AWARD

The following reference was received for adjudication from the appropriate government:

“Whether termination of the services of Miss Tashi Chhonzom d/o Sh. Chhewang Tamdin, Village and P.O. Lalung, Tehsil Spiti, Distt. Lahaul & Spiti, H.P. by the (i) The Director, Horticulture Department, H.P. Shimla-2 and (ii) The Subject Matter Specialist (Horticulture), Spiti at Kaza, Distt. Lahaul & Spiti, H.P. w.e.f. 01.09.2016 without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employers?”

2. The dispute so raised by the petitioner and it emerges from the statement of claim is that she came to be engaged as a beldar (daily waged worker) by the respondent department on 1.5.2015 and she continuously worked as such till 31.8.2016, when her services unfortunately came to be terminated by the respondent and that too is stated to be oral and without following the provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act).

3. In sum and substance it is the case of the petitioner that she had completed 180 days in the proceeding twelve months of her termination. The work and conduct of the petitioner had remained satisfactory and she had been discharging her duties sincerely, diligently and honestly.

4. The termination is thus stated to be violative of sections 25-F, 25-G and 25-H of the Act. The work which the petitioner was performing with the respondent department is still available, it was rather being got performed through contractor and persons were being engaged through the said contractor. It is also averred by the petitioner that persons junior to him have still been retained by the department and as such the termination of the petitioner is also bad on that score also.

5. It is thus prayed that the termination of the petitioner *w.e.f.* 1.9.2016 be quashed and set aside and the petitioner be reinstated with all consequential benefits including continuity in service and full back wages. The petitioner has also sought damages to the tune of ₹ two lakhs along-with costs of ₹ 25,000/-.

6. While contesting the claim set forth by the petitioner, the respondent has *inter-alia* raised preliminary objections that the petition is not maintainable as the petitioner has not completed 180 days in each calendar year except the years 2015. The petition is also stated to be bad for want of any cause of action. Per the respondent the petitioner had been engaged as a daily waged worker under the single line administration on temporary basis at Progeny-cum-Demonstration Orchard, Hurling District Lahul & Spiti to execute the horticulture activities in the filed during the summer season only. It is further the contention of the respondent that the petitioner was engaged from May 2015 to 30.11.2015 and March 2016 to 31.8.2016 subject to availability of work and funds under the PCDO hurling. The mandays chart of the petitioner has also been placed on record (Ex. RW-1/B).

7. On merits too the respondents have reiterated the same facts. It is vehemently urged that the petitioner has not completed 180 days in any calendar year, except in the year 2015, as is stated to be evident from the mandays chart also. It is denied that the provisions of sections 25-F, 25-G and 25-H have been violated by the respondent. The services of the petitioner had been engaged keeping in view the availability of work and funds. It is also averred by the respondent that the working season in Spiti Valley is available from May to October only. It is thus denied that the services of the petitioner had been terminated illegally. The respondents thus pray that the claim be dismissed being devoid of any merits.

8. While filing rejoinder, the petitioner controverted the averments in the reply filed by respondent and further reiterated those in the statement of claim.

9. On 16.10.2019, the following issues came to be framed by this Court:

1. Whether the termination of the petitioner *w.e.f.* 1.9.2016 is in violation of the provisions of section 25-F, G and H of the Industrial Disputes Act, 1947 as alleged? If so, to what relief the petitioner is entitled to? ..OPP.
2. Whether the claim is not maintainable as the petitioner is stated to have not completed 180 days? If so, its effect thereto? ..OPP.
3. Relief:

10. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No.1	Partly yes. Entitled to reinstatement with seniority and continuity but without back-wages.
Issue No. 2	No.

Relief:

Reference is answered partly in favour of the petitioner and against the respondent per operative part of award.

REASONS FOR FINDINGS

Issues No. 1 & 2 :

11. Both these issues being correlated and intermingled are being taken up together for decision.

12. It is the pleaded case of the respondent department that the petitioner had not completed 180 days in each calendar year except the year 2015. It is further their averred case that the petitioner had been engaged for seasonal work and had been working as daily waged worker under single line administration on temporary basis at Progeny-cum-Demonstration Hurling. The mandays chart of the petitioner has been annexed along-with as Ex. RW-1/B.

13. Judicial notice can be taken of the fact that a daily waged/contingent paid worker requires to put in 180 days in Kinnaur District and Spiti Sub Division of Lahul & Spiti District and the Bharmour area of Chamba District. The aforesaid areas fall under the Tribal area of Himachal Pradesh and a notification to this effect is in vogue since long.

14. To substantiate the pleas so raised in the reply the respondents have examined one Ms. Kalzang Chukit (RW-1) Horticulture Development Officer, Spiti and one Shri DorjeTandup, Senior Assistant, working in the office of Subject Matter Specialist, Spiti.

15. Ms. Kalzang Chhukit (RW-1), Horticulture Development Officer has also reiterated that the petitioner was employed on temporary basis subject to availability of work and funds. She admits that the petitioner worked till 31.8.2016, but not continuously. The services of the petitioner were not requisitioned after 31.8.2016 as no funds under the wages head were available and the work on the field was not available. She further deposed that the petitioner has not completed 180 days in any calendar year except in the year 2015. Per this witness the working season in Spiti is from May to October only, and afterwards the developmental activities are closed due to heavy snowfall. As per this witness no work is being allotted to contractor by the respondents and no casual labour/worker of contractor is deployed for performing duties in place of the petitioner.

16. In the cross-examination it is admitted by the witness that no notice under section 25-F or compensation was paid to the petitioner nor any enquiry had ever been conducted against her. She though admits that the work which the petitioner was doing is still available. She also admits that the petitioner has completed 180 days in the preceeding twelve months from the date of her termination. It has however, come in her cross-examination that now work is being conducted through the contractor. She admits that no documents have been placed on record to show that no funds were allocated by the Government after 2016.

17. RW-2 Dorje Tandup has also deposed on the same lines. His testimony is also verbatim the same as RW-1. However, in his cross-examination the witness has deposed that the farm is still operational. He also admits that the petitioner has completed more than 180 days in the preceeding twelve months of her termination. He further admits that whatever work the petitioner was doing is still available and is being undertaken even today. Per this witness, however the work is being done departmentally as regular post has been created by the Government, He further admits that no opportunity was afforded to the petitioner when regular hands were engaged. He has also stated that no budget was available but no documents have been placed on record to show that no budgetary allocation has been made by the Government.

18. This is, but all the evidence led by the respondent. Admittedly, no notice under section 25-F or compensation has been paid to the petitioner. It is not disputed even by the respondent. Though the respondents have tried to portray that the petitioner had not completed 180 days and as such the termination cannot be faulted, but, Ex. RW-1/B, the mandays chart placed on record completely belies the claim set forth by the respondents. Not only have both the witnesses RW-1 & RW-2 admitted that the petitioner had completed 180 days in the preceeding twelve months before her termination, but, even a mere glance at Ex. RW-1/B shows that the petitioner has completed 180 days in the preceeding twelve months of her termination more so keeping in view the fact that the working season in Spiti Vally is from May to October and the same is also the deposition of both the witnesses examined by the respondents. Even otherwise judicial notice can well be noticed in this behalf. If we calculate the working days as per the preceeding twelve months, as mentioned by the respondents themselves as per Ex. RW-1/B, the petitioner has undoubtedly put in more-than 180 days. In fact in the year 2016 alone she has put in more than 174 days, while having worked for only six months. It is thus clear that the petitioner has worked for more than 180 days in the preceeding twelve calendar months from the date of her termination. The respondents thus were duty bound to have at least resorted to the mandatory provisions of section 25-F of the Act, before dispensing with her services. Admittedly, it was not done.

19. It has also been averred that the petitioner was in fact engaged for seasonal work. The plea has not been raised whole heartedly as the respondents have also tried to simultaneously portray that the petitioner was employed on temporary basis and subject to availability of work and funds. It however, goes without saying that any engagement on daily wage basis is primarily on temporary basis and is subject to availability of work and funds. No evidence worth the name has been led to show that the petitioner had been engaged for seasonal work alone. On the contrary it has come in the evidence of both the witnesses examined by the respondent that the working season in Spiti is from May to October only. Moreover, the petitioner having put in more than 180 days in the preceeding twelve months of her termination and that too in Spiti, thus, belies the claim of seasonal work raised by the respondent department. The mandays chart Ex. RW-1/B also further belies the claim propounded by the department. Moreover, there is nothing on record to remotely suggest that he petitioner was being called for work to fill in the temporary need of the department or was being called intermittently *i.e.* for seasonal work alone.

20. Furthermore, both the witnesses have admitted that work is still being conducted in the PCDO farm, RW-1 has deposed that the work is being conducted through a contractor, while strangely RW-2 goes on to say that the work is being done departmentally, as, a regular post has been created by the Government. Whom to believe is difficult to decipher. However, it has comes to the fore very candidly that work is still being undertaken in the farm how it is difficult to fathom from the account of the two witnesses discussed above.

21. Both the witnesses further on their own have though tried to portray that there were no funds and it was for the said reason that the petitioner could not be re-engaged after the year 2016. RW-2 has also stated that there was no budget. Strangely, though, both the witnesses have admitted that the work is being conducted at the farm. As per RW-1 the work is being taken through the contractor while as per RW-2 the work is being done departmentally, as a regular post has been created by the Government. Apart from the bald statement there is nothing on record to strengthen their such deposition. The only thing which can be inferred however is that work was not only available but was also being undertaken at the farm.

22. Since, admittedly no notice had been issued to the petitioner under section 25-F of the Act, which was mandatorily required to be done as the petitioner had put in more than 180

days in the preceeding twelve months of her termination, the action of the respondent cannot be sustained by any stretch of imagination. The Learned ADA though has urged that the petitioner has failed to prove that the petitioner has completed 180 days in twelve calendar preceding months and that she had been engaged purely for seasonal work, and, as such the termination of the petitioner cannot be faulted at any cost. He has further placed reliance upon the judgment of our own Hon'ble High Court titled as **Rajiv Kumar Vs. Presiding Judge, Industrial Tribunal and Others (2016-IV-LLJ-465)**.

23. I am afraid the ratio of the aforesaid judgment does not come to the rescue of the respondent state as in Rajiv Kumar's case (*supra*), the petitioner has been retrenched after following the provisions of section 25-F and after paying the compensation. He had again been engaged after his termination on seasonal work in some other farm by the respondent university and thereafter he had also failed to complete 240 days in the preceding twelve calendar months of his termination. It had been proved on record that the said petitioner had been working intermittently. The same is not the situation in the present case as has been detailed hereinabove *supra*.

24. The evidence discussed hereinabove *supra*, clearly goes to show that the petitioner squarely falls within the definition of "continuous service", as envisaged under section 25-B of the Act and as such the condition precedent for retrenchment, as envisaged under section 25-F has come to play, which has not been admittedly complied by the respondent.

25. However, there is no evidence on record to remotely show that the petitioner had been engaged to fill in a temporary need or was only a seasonal worker having been called intermittently and subject to availability of work. The mandays chart of the petitioner Ex.RW-1/B and the testimony of both the witnesses discussed hereinabove nowhere remotely suggests that the petitioner was a seasonal worker.

26. Though, the petitioner has pleaded that she is not gainfully employed since 1.9.2016 and a stereo typed version has also come in her affidavit filed by way of evidence, but, in view of the peculiar circumstances and more so keeping in view the fact that the working season in Spiti Division of Kinnaur District is only between May and October, it would be in the interest of justice that back-wages is not ordered to be paid. The grant of seniority and continuity would suffice to undo the wrong perpetuated by the respondent for not complying with the mandatory provisions of the Act. Moreover, nothing worthwhile has come on record to remotely suggest that some other hands have been reengaged in place of the petitioner, though as per the RW-1 and RW-2, some work was taken through contractors and departmental employees. The re- engagement of the petitioner would thus suffice the ends of justice.

27. For all the reasons discussed hereinabove it is thus more than clear that the respondents have violated the provisions of section 25-F while dispensing with the services of the petitioner despite having completed more than 180 days in the twelve months preceeding her termination, and it is held so. Both the issues are decided accordingly.

Relief.

For the foregoing reasons discussed hereinabove *supra*, the reference is partly allowed. The termination of the petitioner is quashed and set aside. The petitioner is ordered to be reinstated in service forthwith. The petitioner shall be entitled to seniority and continuity though without any back-wages. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today this 17th day of October, 2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No. 115 of 2019

Instituted on 16.7.2019

Decided on 17.12.2020

H.P. Chhering Panma d/o Shri Ramdol, Village and P.O. Harling, Tehsil Spiti, Distt. Lahaul Spiti,
. *Petitioner.*

1. The Director, Horticulture Department, H.P. Shimla-2, H.P.
2. The subject matter Specialist (Horticulture), Spiti at Kaza, Distt. Lahaul Spiti, H.P.
. *Respondents.*

Reference under section 10 of the Industrial Disputes Act

For petitioner : Shri R. K Khidta, Advocate.

For respondents : Shri Nitin Soni, ADA.

AWARD

The following reference was received for adjudication from the appropriate government:

“Whether termination of the services of Miss Chhering Panma d/o Shri Ramdol, Village and P.O. Harling, Tehsil Spiti, Distt. Lahaul & Spiti, H.P. by the (i) The Director, Horticulture Department, H.P. Shimla-2 and (ii) The Subject Matter Specialist (Horticulture), Spiti at Kaza, Distt. Lahaul & Spiti, H.P. w.e.f. 01.09.2016 without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employers?”

2. The dispute so raised by the petitioner and it emerges from the statement of claim is that she came to be engaged as a beldar (daily waged worker) by the respondent department on 1.5.2015 and she continuously worked as such till 31.8.2016, when her services unfortunately

came to be terminated by the respondent and that too is stated to be oral and without following the provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act).

3. In sum and substance it is the case of the petitioner that she had completed 180 days in the proceeding twelve months of her termination. The work and conduct of the petitioner had remained satisfactory and she had been discharging her duties sincerely, diligently and honestly.

4. The termination is thus stated to be violative of sections 25-F, 25-G and 25-H of the Act. The work which the petitioner was performing with the respondent department is still available, it was rather being got performed through contractor and persons were being engaged through the said contractor. It is also averred by the petitioner that persons junior to him have still been retained by the department and as such the termination of the petitioner is also bad on that score also.

5. It is thus prayed that the termination of the petitioner *w.e.f.* 1.9.2016 be quashed and set aside and the petitioner be reinstated with all consequential benefits including continuity in service and full back wages. The petitioner has also sought damages to the tune of ₹ two lakhs along-with costs of ₹ 25,000/-.

6. While contesting the claim set forth by the petitioner, the respondent has *inter-alia* raised preliminary objections that the petition is not maintainable as the petitioner has not completed 180 days in each calendar year except the years 2015. The petition is also stated to be bad for want of any cause of action. Per the respondent the petitioner had been engaged as a daily waged worker under the single line administration on temporary basis at Progeny-cum-Demonstration Orchard, Hurling District Lahul & Spiti to execute the horticulture activities in the field during the summer season only. It is further the contention of the respondent that the petitioner was engaged from May 2015 to 30.11.2015 and March 2016 to 31.8.2016 subject to availability of work and funds under the PCDO hurling. The mandays chart of the petitioner has also been placed on record (Ex. RW-1/B).

7. On merits too the respondents have reiterated the same facts. It is vehemently urged that the petitioner has not completed 180 days in any calendar year, except in the year 2015, as is stated to be evident from the mandays chart also. It is denied that the provisions of sections 25-F, 25-G and 25-H have been violated by the respondent. The services of the petitioner had been engaged keeping in view the availability of work and funds. It is also averred by the respondent that the working season in Spiti Valley is available from May to October only. It is thus denied that the services of the petitioner had been terminated illegally. The respondents thus pray that the claim be dismissed being devoid of any merits.

8. While filing rejoinder, the petitioner controverted the averments in the reply filed by respondent and further reiterated those in the statement of claim.

9. On 16.10.2019, the following issues came to be framed by this Court:

1. Whether the termination of the petitioner *w.e.f.* 1.9.2016 is in violation of the provisions of section 25-F, G and H of the Industrial Disputes Act, 1947 as alleged? If so, to what relief the petitioner is entitled to? *..OPP.*
2. Whether the claim is not maintainable as the petitioner is stated to have not completed 180 days? If so, its effect thereto? *..OPP.*

Relief:

10. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No. 1 Partly yes. Entitled to reinstatement with seniority and continuity but without back-wages.

Issue No. 2 No.

Relief: Reference is answered partly in favour of the petitioner and against the respondent per operative part of award.

REASONS FOR FINDINGS

Issues No. 1 & 2 :

11. Both these issues being correlated and intermingled are being taken up together for decision.

12. It is the pleaded case of the respondent department that the petitioner had not completed 180 days in each calendar year except the year 2015. It is further their averred case that the petitioner had been engaged for seasonal work and had been working as daily waged worker under single line administration on temporary basis at Progeny-cum-Demonstration Hurling. The mandays chart of the petitioner has been annexed along-with as Ex. RW-1/B.

13. Judicial notice can be taken of the fact that a daily waged/contingent paid worker requires to put in 180 days in Kinnaur District and Spiti Sub Division of Lahul & Spiti District and the Bharmour area of Chamba District. The aforesaid areas fall under the Tribal area of Himachal Pradesh and a notification to this effect is in vogue since long.

14. To substantiate the pleas so raised in the reply the respondents have examined one Ms. Kalzang Chukit (RW-1) Horticulture Development Officer, Spiti and one Shri Dorje Tandup, Senior Assistant, working in the office of Subject Matter Specialist, Spiti.

15. Ms. Kalzang Chhukit (RW-1), Horticulture Development Officer has also reiterated that the petitioner was employed on temporary basis subject to availability of work and funds. She admits that the petitioner worked till 31.8.2016, but not continuously. The services of the petitioner were not requisitioned after 31.8.2016 as no funds under the wages head were available and the work on the field was not available. She further deposed that the petitioner has not completed 180 days in any calendar year except in the year 2015. Per this witness the working season in Spiti is from May to October only, and afterwards the developmental activities are closed due to heavy snowfall. As per this witness no work is being allotted to contractor by the respondents and no casual labour/worker of contractor is deployed for performing duties in place of the petitioner.

16. In the cross-examination it is admitted by the witness that no notice under section 25-F or compensation was paid to the petitioner nor any enquiry had ever been conducted against her. She though admits that the work which the petitioner was doing is still available. She also admits that the petitioner has completed 180 days in the preceeding twelve months from the date of her termination. It has however, come in her cross-examination that now work is being conducted through the contractor. She admits that no documents have been placed on record to show that no funds were allocated by the Government after 2016.

17. RW-2 Dorje Tandup has also deposed on the same lines. His testimony is also verbatim the same as RW-1. However, in his cross-examination the witness has deposed that the farm is still operational. He also admits that the petitioner has completed more than 180 days in the preceeding twelve months of her termination. He further admits that whatever work the petitioner was doing is still available and is being undertaken even today. Per this witness, however the work is being done departmentally as regular post has been created by the Government, He further admits that no opportunity was afforded to the petitioner when regular hands were engaged. He has also stated that no budget was available but no documents have been placed on record to show that no budgetary allocation has been made by the Government.

18. This is, but all the evidence led by the respondent. Admittedly, no notice under section 25-F or compensation has been paid to the petitioner. It is not disputed even by the respondent. Though the respondents have tried to portray that the petitioner had not completed 180 days and as such the termination cannot be faulted, but, Ex. RW-1/B, the mandays chart placed on record completely belies the claim set forth by the respondents. Not only have both the witnesses RW-1 & RW-2 admitted that the petitioner had completed 180 days in the preceeding twelve months before her termination, but, even a mere glance at Ex. RW-1/B shows that the petitioner has completed 180 days in the preceeding twelve months of her termination more so keeping in view the fact that the working season in Spiti Vally is from May to October and the same is also the deposition of both the witnesses examined by the respondents. Even otherwise judicial notice can well be noticed in this behalf. If we calculate the working days as per the preceeding twelve months, as mentioned by the respondents themselves as per Ex. RW-1/B, the petitioner has undoubtedly put in more-than 180 days. In fact in the year 2016 alone she has put in more than 174 days, while having worked for only six months. It is thus clear that the petitioner has worked for more than 180 days in the preceeding twelve calendar months from the date of her termination. The respondents thus were duty bound to have at least resorted to the mandatory provisions of section 25-F of the Act, before dispensing with her services. Admittedly, it was not done.

19. It has also been averred that the petitioner was in fact engaged for seasonal work. The plea has not been raised whole heartedly as the respondents have also tried to simultaneously portray that the petitioner was employed on temporary basis and subject to availability of work and funds. It however, goes without saying that any engagement on daily wage basis is primarily on temporary basis and is subject to availability of work and funds. No evidence worth the name has been led to show that the petitioner had been engaged for seasonal work alone. On the contrary it has come in the evidence of both the witnesses examined by the respondent that the working season in Spiti is from May to October only. Moreover, the petitioner having put in more than 180 days in the preceeding twelve months of her termination and that too in Spiti, thus, belies the claim of seasonal work raised by the respondent department. The mandays chart Ex. RW-1/B also further belies the claim propounded by the department. Moreover, there is nothing on record to remotely suggest that he petitioner was being called for work to fill in the temporary need of the department or was being called intermittently *i.e.* for seasonal work alone.

20. Furthermore, both the witnesses have admitted that work is still being conducted in the PCDO farm, RW-1 has deposed that the work is being conducted through a contractor, while strangely RW-2 goes on to say that the work is being done departmentally, as, a regular post has been created by the Government. Whom to believe is difficult to decipher. However, it has comes to the fore very candidly that work is still being undertaken in the farm how it is difficult to fathom from the account of the two witnesses discussed above.

21. Both the witnesses further on their own have though tried to portray that there were no funds and it was for the said reason that the petitioner could not be re-engaged after the year 2016. RW-2 has also stated that there was no budget. Strangely, though, both the witnesses have admitted that the work is being conducted at the farm. As per RW-1 the work is being taken through the contractor while as per RW-2 the work is being done departmentally, as a regular post has been created by the Government. Apart from the bald statement there is nothing on record to strengthen their such deposition. The only thing which can be inferred however is that work was not only available but was also being undertaken at the farm.

22. Since, admittedly no notice had been issued to the petitioner under section 25-F of the Act, which was mandatorily required to be done as the petitioner had put in more than 180 days in the preceeding twelve months of her termination, the action of the respondent cannot be sustained by any stretch of imagination. The Learned ADA though has urged that the petitioner has failed to prove that the petitioner has completed 180 days in twelve calendar preceding months and that she had been engaged purely for seasonal work, and, as such the termination of the petitioner cannot be faulted at any cost. He has further placed reliance upon the judgment of our own Hon'ble High Court titled as **Rajiv Kumar Vs. Presiding Judge, Industrial Tribunal and Others (2016-IV-LLJ-465)**.

23. I am afraid the ratio of the aforesaid judgment does not come to the rescue of the respondent state as in Rajiv Kumar's case (supra), the petitioner has been retrenched after following the provisions of section 25-F and after paying the compensation. He had again been engaged after his termination on seasonal work in some other farm by the respondent university and thereafter he had also failed to complete 240 days in the preceding twelve calendar months of his termination. It had been proved on record that the said petitioner had been working intermittently. The same is not the situation in the present case as has been detailed hereinabove *supra*.

24. The evidence discussed hereinabove supra, clearly goes to show that the petitioner squarely falls within the definition of "continuous service", as envisaged under section 25-B of the Act and as such the condition precedent for retrenchment, as envisaged under section 25-F has come to play, which has not been admittedly complied by the respondent.

25. However, there is no evidence on record to remotely show that the petitioner had been engaged to fill in a temporary need or was only a seasonal worker having been called intermittently and subject to availability of work. The mandays chart of the petitioner Ex.RW-1/B and the testimony of both the witnesses discussed hereinabove nowhere remotely suggests that the petitioner was a seasonal worker.

26. Though, the petitioner has pleaded that she is not gainfully employed since 1.9.2016 and a stereo typed version has also come in her affidavit filed by way of evidence, but, in view of the peculiar circumstances and more so keeping in view the fact that the working season in Spiti Division of Kinnaur District is only between May and October, it would be in the interest of justice that back-wages is not ordered to be paid. The grant of seniority and continuity would suffice to undo the wrong perpetuated by the respondent for not complying with the mandatory provisions of the Act. Moreover, nothing worthwhile has come on record to remotely suggest that some other hands have been reengaged in place of the petitioner, though as per the RW-1 and RW-2, some work was taken through contractors and departmental employees. The re- engagement of the petitioner would thus suffice the ends of justice.

27. For all the reasons discussed hereinabove it is thus more than clear that the respondents have violated the provisions of section 25-F while dispensing with the services of the

petitioner despite having completed more than 180 days in the twelve months preceeding her termination, and it is held so. Both the issues are decided accordingly.

Relief:

For the foregoing reasons discussed hereinabove supra, the reference is partly allowed. The termination of the petitioner is quashed and set aside. The petitioner is ordered to be reinstated in service forthwith. The petitioner shall be entitled to seniority and continuity though without any back-wages. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today this 17th day of October, 2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF CHIRAG BHANU SINGH, PRESIDING JUDGE, HP INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No. 116 of 2019

Instituted on 16.7.2019

Decided on 17.12.2020

Anil Kumar S/o Shri Chhering Tandup, VPO Hurling, Tehsil Spiti, Distt. Lahaul Spiti, H.P.
. Petitioner.

1. The Director, Horticulture Department, H.P. Shimla-2, H.P.
2. The subject matter Speclist (Horticulture), Spiti at Kaza, Distt. Lahul Spiti, H.P.
. Respondents.

Reference under section 10 of the Industrial Disputes Act

For petitioner : Shri R. K. Khidtta, Advocate.

For respondents : Shri Nitin Soni, ADA.

AWARD

The following reference was received for adjudication from the appropriate government:

“Whether termination of the services of Shri Anil Kumar s/o Shri Chhering Tandup, VPO Hurling, Tehsil Spiti, Distt. Lahaul & Spiti, H.P. by the (i)

The Director, Horticulture Department, H.P. Shimla-2 and (ii) The Subject Matter Specialist (Horticulture), Spiti at Kaza, Distt. Lahaul & Spiti, H.P. w.e.f. 01.09.2016 without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employers?"

2. The dispute so raised by the petitioner and it emerges from the statement of claim is that he came to be engaged as a beldar (daily waged worker) by the respondent department on 1.5.2015 and he continuously worked as such till 31.8.2016, when his services unfortunately came to be terminated by the respondent and that too is stated to be oral and without following the provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act).

3. In sum and substance it is the case of the petitioner that he had completed 180 days in the proceeding twelve months of his termination. The work and conduct of the petitioner had remained satisfactory and he had been discharging his duties sincerely, diligently and honestly.

4. The termination is thus stated to be violative of sections 25-F, 25-G and 25-H of the Act. The work which the petitioner was performing with the respondent department is still available, it was rather being got performed through contractor and persons were being engaged through the said contractor. It is also averred by the petitioner that persons junior to him have still been retained by the department and as such the termination of the petitioner is also bad on that score also.

5. It is thus prayed that the termination of the petitioner w.e.f. 1.9.2016 be quashed and set aside and the petitioner be reinstated with all consequential benefits including continuity in service and full back wages. The petitioner has also sought damages to the tune of ₹ two lakhs along-with costs of ₹ 25,000/-.

6. While contesting the claim set forth by the petitioner, the respondent has *inter-alia* raised preliminary objections that the petition is not maintainable as the petitioner has not completed 180 days in each calendar year except the years 2015. The petition is also stated to be bad for want of any cause of action. Per the respondent the petitioner had been engaged as a daily waged worker under the single line administration on temporary basis at Progeny-cum-Demonstration Orchard, Hurling District Lahaul & Spiti to execute the horticulture activities in the filed during the summer season only. It is further the contention of the respondent that the petitioner was engaged from May 2015 to 30.11.2015 and March 2016 to 31.8.2016 subject to availability of work and funds under the PCDO hurling. The mandays chart of the petitioner has also been placed on record (Ex. RW-1/B).

7. On merits too the respondents have reiterated the same facts. It is vehemently urged that the petitioner has not completed 180 days in any calendar year, except in the year 2015, as is stated to be evident from the mandays chart also. It is denied that the provisions of sections 25-F, 25-G and 25-H have been violated by the respondent. The services of the petitioner had been engaged keeping in view the availability of work and funds. It is also averred by the respondent that the working season in Spiti Valley is available from May to October only. It is thus denied that the services of the petitioner had been terminated illegally. The respondents thus pray that the claim be dismissed being devoid of any merits.

8. While filing rejoinder, the petitioner controverted the averments in the reply filed by respondent and further reiterated those in the statement of claim.

9. On 16.10.2019, the following issues came to be framed by this Court:

1. Whether the termination of the petitioner *w.e.f.* 1.9.2016 is in violation of the provisions of section 25-F, G and H of the Industrial Disputes Act, 1947 as alleged? If so, to what relief the petitioner is entitled to? *..OPP.*
2. Whether the claim is not maintainable as the petitioner is stated to have not completed 180 days? If so, its effect thereto? *..OPP.*

Relief:

10. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No. 1 Partly yes. Entitled to reinstatement with seniority and continuity but without back-wages.

Issue No. 2 No.

Relief: Reference is answered partly in favour of the petitioner and against the respondent per operative part of award.

REASONS FOR FINDINGS

Issues No. 1 & 2.

11. Both these issues being correlated and intermingled are being taken up together for decision.

12. It is the pleaded case of the respondent department that the petitioner had not completed 180 days in each calendar year except the year 2015. It is further their averred case that the petitioner had been engaged for seasonal work and had been working as daily waged worker under single line administration on temporary basis at Progeny-cum-Demonstration Hurling. The mandays chart of the petitioner has been annexed along-with as Ex. RW-1/B.

13. Judicial notice can be taken of the fact that a daily waged/contingent paid worker requires to put in 180 days in Kinnaur District and Spiti Sub Division of Lahul & Spiti District and the Bharmour area of Chamba District. The aforesaid areas fall under the Tribal area of Himachal Pradesh and a notification to this effect is in vogue since long.

14. To substantiate the pleas so raised in the reply the respondents have examined one Ms. Kalzang Chukit (RW-1) Horticulture Development Officer, Spiti and one Shri Dorje Tandup, Senior Assistant, working in the office of Subject Matter Specialist, Spiti.

15. Ms. Kalzang Chhukit (RW-1), Horticulture Development Officer has also reiterated that the petitioner was employed on temporary basis subject to availability of work and funds. She admits that the petitioner worked till 31.8.2016, but not continuously. The services of the petitioner were not requisitioned after 31.8.2016 as no funds under the wages head were available and the work on the field was not available. She further deposed that the petitioner has not completed 180 days in any calendar year except in the year 2015. Per this witness the working season in Spiti is from May to October only, and afterwards the developmental activities are closed due to heavy snowfall. As per this witness no work is being allotted to contractor

by the respondents and no casual labour/worker of contractor is deployed for performing duties in place of the petitioner.

16. In the cross-examination it is admitted by the witness that no notice under section 25-F or compensation was paid to the petitioner nor any enquiry had ever been conducted against her. She though admits that the work which the petitioner was doing is still available. She also admits that the petitioner has completed 180 days in the preceeding twelve months from the date of her termination. It has however, come in her cross-examination that now work is being conducted through the contractor. She admits that no documents have been placed on record to show that no funds were allocated by the Government after 2016.

17. RW-2 Dorje Tandup has also deposed on the same lines. His testimony is also verbatim the same as RW-1. However, in his cross-examination the witness has deposed that the farm is still operational. He also admits that the petitioner has completed more than 180 days in the preceeding twelve months of her termination. He further admits that whatever work the petitioner was doing is still available and is being undertaken even today. Per this witness, however the work is being done departmentally as regular post has been created by the Government, He further admits that no opportunity was afforded to the petitioner when regular hands were engaged. He has also stated that no budget was available but no documents have been placed on record to show that no budgetary allocation has been made by the Government.

18. This is, but all the evidence led by the respondent. Admittedly, no notice under section 25-F or compensation has been paid to the petitioner. It is not disputed even by the respondent. Though the respondents have tried to portray that the petitioner had not completed 180 days and as such the termination cannot be faulted, but, Ex. RW-1/B, the mandays chart placed on record completely belies the claim set forth by the respondents. Not only have both the witnesses RW-1 & RW-2 admitted that the petitioner had completed 180 days in the preceeding twelve months before his termination, but, even a mere glance at Ex. RW-1/B shows that the petitioner has completed 180 days in the preceeding twelve months of his termination more so keeping in view the fact that the working season in Spiti Vally is from May to October and the same is also the deposition of both the witnesses examined by the respondents. Even otherwise judicial notice can well be noticed in this behalf. If we calculate the working days as per the preceeding twelve months, as mentioned by the respondents themselves as per Ex. RW-1/B, the petitioner has undoubtedly put in more-than 180 days. In fact in the year 2016 alone he has put in more than 174 days, while having worked for only six months. It is thus clear that the petitioner has worked for more than 180 days in the preceeding twelve calendar months from the date of his termination. The respondents thus were duty bound to have at least resorted to the mandatory provisions of section 25-F of the Act, before dispensing with his services. Admittedly, it was not done.

19. It has also been averred that the petitioner was in fact engaged for seasonal work. The plea has not been raised whole heartedly as the respondents have also tried to simultaneously portray that the petitioner was employed on temporary basis and subject to availability of work and funds. It however, goes without saying that any engagement on daily wage basis is primarily on temporary basis and is subject to availability of work and funds. No evidence worth the name has been led to show that the petitioner had been engaged for seasonal work alone. On the contrary it has come in the evidence of both the witnesses examined by the respondent that the working season in Spiti is from May to October only. Moreover, the petitioner having put in more than 180 days in the preceeding twelve months of his termination and that too in Spiti, thus, belies the claim of seasonal work raised by the respondent department. The mandays chart Ex. RW-1/B also further belies the claim propounded by the department. Moreover, there is nothing on record to remotely suggest that he petitioner was being called for work to fill

in the temporary need of the department or was being called intermittently i.e for seasonal work alone.

20. Furthermore, both the witnesses have admitted that work is still being conducted in the PCDO farm, RW-1 has deposed that the work is being conducted through a contractor, while strangely RW-2 goes on to say that the work is being done departmentally, as, a regular post has been created by the Government. Whom to believe is difficult to decipher. However, it has come to the fore very candidly that work is still being undertaken in the farm how it is difficult to fathom from the account of the two witnesses discussed above.

21. Both the witnesses further on their own have though tried to portray that there were no funds and it was for the said reason that the petitioner could not be re-engaged after the year 2016. RW-2 has also stated that there was no budget. Strangely, though, both the witnesses have admitted that the work is being conducted at the farm. As per RW-1 the work is being taken through the contractor while as per RW-2 the work is being done departmentally, as a regular post has been created by the Government. Apart from the bald statement there is nothing on record to strengthen their suchde position. The only thing which can be inferred however is that work was not only available but was also being undertaken at the farm.

22. Since, admittedly no notice had been issued to the petitioner under section 25-F of the Act, which was mandatorily required to be done as the petitioner had put in more than 180 days in the preceeding twelve months of his termination, the action of the respondent cannot be sustained by any stretch of imagination. The Learned ADA though has urged that the petitioner has failed to prove that the petitioner has completed 180 days in twelve calendar preceding months and that he had been engaged purely for seasonal work, and, as such the termination of the petitioner cannot be faulted at any cost. He has further placed reliance upon the judgment of our own Hon'ble High Court titled as **Rajiv Kumar Vs. Presiding Judge, Industrial Tribunal and Others (2016-IV-LLJ-465)**.

23. I am afraid the ratio of the aforesaid judgment does not come to the rescue of the respondent state as in Rajiv Kumar's case (*supra*), the petitioner has been retrenched after following the provisions of section 25-F and after paying the compensation. He had again been engaged after his termination on seasonal work in some other farm by the respondent university and thereafter he had also failed to complete 240 days in the preceding twelve calendar months of his termination. It had been proved on record that the said petitioner had been working intermittently. The same is not the situation in the present case as has been detailed hereinabove *supra*.

24. The evidence discussed hereinabove *supra*, clearly goes to show that the petitioner squarely falls within the definition of "continuous service", as envisaged under section 25-B of the Act and as such the condition precedent for retrenchment, as envisaged under section 25-F has come to play, which has not been admittedly complied by the respondent.

24. However, there is no evidence on record to remotely show that the petitioner had been engaged to fill in a temporary need or was only a seasonal worker having been called intermittently and subject to availability of work. The mandays chart of the petitioner Ex.RW-1/B and the testimony of both the witnesses discussed hereinabove nowhere remotely suggests that the petitioner was a seasonal worker.

25. Though, the petitioner has pleaded that he is not gainfully employed since 1.9.2016 and a stereo typed version has also come in his affidavit filed by way of evidence, but, in view of the peculiar circumstances and more so keeping in view the fact that the working season in

Spiti Division of Kinnaur District is only between May and October, it would be in the interest of justice that back-wages is not ordered to be paid. The grant of seniority and continuity would suffice to undo the wrong perpetuated by the respondent for not complying with the mandatory provisions of the Act. Moreover, nothing worthwhile has come on record to remotely suggest that some other hands have been reengaged in place of the petitioner, though as per the RW-1 and RW-2, some work was taken through contractors and departmental employees. The re-engagement of the petitioner would thus suffice the ends of justice.

26. For all the reasons discussed hereinabove it is thus more than clear that the respondents have violated the provisions of section 25-F while dispensing with the services of the petitioner despite having completed more than 180 days in the twelve months preceeding his termination, and it is held so. Both the issues are decided accordingly.

Relief :

For the foregoing reasons discussed hereinabove supra, the reference is partly allowed. The termination of the petitioner is quashed and set aside. The petitioner is ordered to be reinstated in service forthwith. The petitioner shall be entitled to seniority and continuity though without any back-wages. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today this 17th day of October, 2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

IN THE COURT OF CHIRAG BHANU SINGH, PRESIDING JUDGE, HP INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA.

Reference No. 117 of 2019.

Instituted on 16.7.2019.

Decided on 17.12.2020.

Chhewang Angmo d/o Shri Tenzin Dawa, Village Teling, P.O Mud, Tehsil Spiti, Distt. Lahual Spiti, H.P. *. Petitioner.*

1. The Director, Horticulture Department, H.P. Shimla-2, H.P.
2. The subject matter Speclist (Horticulture), Spiti at Kaza, Distt. Lahul Spiti, H.P. *. Respondents.*

Reference under section 10 of the Industrial Disputes Act.

For petitioner : Shri R.K Khidtta, Advocate.

For respondents : Shri Nitin Soni, ADA.

AWARD

The following reference was received for adjudication from the appropriate government:

“Whether termination of the services of Miss Chhewang Angmo d/o Shri Tenzin Dawa, Village Teling, P.O Mud, Tehsil Spiti, Distt. Lahaul & Spiti, H.P. by the (i) The Director, Horticulture Department, H.P. Shimla-2 and (ii) The Subject Matter Specialist (Horticulture), Spiti at Kaza, Distt. Labaul & Spiti, H.P. w.e.f. 01.09.2016 without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employers?”

2. The dispute so raised by the petitioner and it emerges from the statement of claim is that she came to be engaged as a beldar (daily waged worker) by the respondent department on 1.5.2015 and she continuously worked as such till 31.8.2016, when her services unfortunately came to be terminated by the respondent and that too is stated to be oral and without following the provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act).

3. In sum and substance it is the case of the petitioner that she had completed 180 days in the proceeding twelve months of her termination. The work and conduct of the petitioner had remained satisfactory and she had been discharging her duties sincerely, diligently and honestly.

4. The termination is thus stated to be violative of sections 25-F, 25-G and 25-H of the Act. The work which the petitioner was performing with the respondent department is still available, it was rather being got performed through contractor and persons were being engaged through the said contractor. It is also averred by the petitioner that persons junior to him have still been retained by the department and as such the termination of the petitioner is also bad on that score also.

5. It is thus prayed that the termination of the petitioner w.e.f. 1.9.2016 be quashed and set aside and the petitioner be reinstated with all consequential benefits including continuity in service and full back wages. The petitioner has also sought damages to the tune of ₹ two lakhs along-with costs of ₹ 25,000/-.

6. While contesting the claim set forth by the petitioner, the respondent has *inter-alia* raised preliminary objections that the petition is not maintainable as the petitioner has not completed 180 days in each calendar year except the year 2015. The petition is also stated to be bad for want of any cause of action. Per the respondent the petitioner had been engaged as a daily waged worker under the single line administration on temporary basis at Progeny-cum-Demonstration Orchard, Hurling District Lahul & Spiti to execute the horticulture activities in the filed during the summer season only. It is further the contention of the respondent that the petitioner was engaged from May 2015 to 30.11.2015 and March 2016 to 31.8.2016 subject to availability of work and funds under the PCDO hurling. The mandays chart of the petitioner has also been placed on record (Ex. RW-1/B).

7. On merits too the respondents have reiterated the same facts. It is vehemently urged that the petitioner has not completed 180 days in any calendar year, except in the year 2015, as is stated to be evident from the mandays chart also. It is denied that the provisions of sections 25-

F, 25-G and 25-H have been violated by the respondent. The services of the petitioner had been engaged keeping in view the availability of work and funds. It is also averred by the respondent that the working season in Spiti Valley is available from May to October only. It is thus denied that the services of the petitioner had been terminated illegally. The respondents thus pray that the claim be dismissed being devoid of any merits.

8. While filing rejoinder, the petitioner controverted the averments in the reply filed by respondent and further reiterated those in the statement of claim.

9. On 16.10.2019, the following issues came to be framed by this Court:

1. Whether the termination of the petitioner *w.e.f.* 1.9.2016 is in violation of the provisions of section 25-F, G and H of the Industrial Disputes Act, 1947 as alleged? If so, to what relief the petitioner is entitled to? . . .*OPP.*
2. Whether the claim is not maintainable as the petitioner is stated to have not completed 180 days? If so, its effect thereto? . . .*OPP.*

Relief:

10. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No. 1	Partly yes. Entitled to reinstatement with seniority and continuity but without back-wages.
Issue No. 2	No.
Relief:	Reference is answered partly in favour of the petitioner and against the respondent per operative part of award.

REASONS FOR FINDINGS

Issues No. 1 & 2 :

11. Both these issues being correlated and intermingled are being taken up together for decision.

12. It is the pleaded case of the respondent department that the petitioner had not completed 180 days in each calendar year except the year 2015. It is further their averred case that the petitioner had been engaged for seasonal work and had been working as daily waged worker under single line administration on temporary basis at Progeny-cum-Demonstration Hurling. The mandays chart of the petitioner has been annexed along-with as Ex. RW-1/B.

13. Judicial notice can be taken of the fact that a daily waged/contingent paid worker requires to put in 180 days in Kinnaur District and Spiti Sub Division of Lahul & Spiti District and the Bharmour area of Chamba District. The aforesaid areas fall under the Tribal area of Himachal Pradesh and a notification to this effect is in vogue since long.

14. To substantiate the pleas so raised in the reply the respondents have examined one Ms. Kalzang Chukit (RW-1) Horticulture Development Officer, Spiti and one Shri Dorje Tandup, Senior Assistant, working in the office of Subject Matter Specialist, Spiti.

15. Ms. Kalzang Chhukit (RW-1), Horticulture Development Officer has also reiterated that the petitioner was employed on temporary basis subject to availability of work and funds. She admits that the petitioner worked till 31.8.2016, but not continuously. The services of the petitioner were not requisitioned after 31.8.2016 as no funds under the wages head were available and the work on the field was not available. She further deposed that the petitioner has not completed 180 days in any calendar year except in the year 2015. Per this witness the working season in Spiti is from May to October only, and afterwards the developmental activities are closed due to heavy snowfall. As per this witness no work is being allotted to contractor by the respondents and no casual labour/worker of contractor is deployed for performing duties in place of the petitioner.

16. In the cross-examination it is admitted by the witness that no notice under section 25-F or compensation was paid to the petitioner nor any enquiry had ever been conducted against her. She though admits that the work which the petitioner was doing is still available. She also admits that the petitioner has completed 180 days in the preceeding twelve months from the date of her termination. It has however, come in her cross-examination that now work is being conducted through the contractor. She admits that no documents have been placed on record to show that no funds were allocated by the Government after 2016.

17. RW-2 Dorje Tanduphas also deposed on the same lines. His testimony is also verbatim the same as RW-1. However, in his cross-examination the witness has deposed that the farm is still operational. He also admits that the petitioner has completed more than 180 days in the preceeding twelve months of her termination. He further admits that whatever work the petitioner was doing is still available and is being undertaken even today. Per this witness, however the work is being done departmentally as regular post has been created by the Government, He further admits that no opportunity was afforded to the petitioner when regular hands were engaged. He has also stated that no budget was available but no documents have been placed on record to show that no budgetary allocation has been made by the Government.

18. This is, but all the evidence led by the respondent. Admittedly, no notice under section 25-F or compensation has been paid to the petitioner. It is not disputed even by the respondent. Though the respondents have tried to portray that the petitioner had not completed 180 days and as such the termination cannot be faulted, but, Ex. RW-1/B, the mandays chart placed on record completely belies the claim set forth by the respondents. Not only have both the witnesses RW-1 & RW-2 admitted that the petitioner had completed 180 days in the preceeding twelve months before her termination, but, even a mere glance at Ex. RW-1/B shows that the petitioner has completed 180 days in the preceeding twelve months of her termination more so keeping in view the fact that the working season in Spiti Vally is from May to October and the same is also the deposition of both the witnesses examined by the respondents. Even otherwise judicial notice can well be noticed in this behalf. If we calculate the working days as per the preceeding twelve months, as mentioned by the respondents themselves as per Ex. RW-1/B, the petitioner has undoubtedly put in more-than 180 days. In fact in the year 2016 alone she has put in more than 174 days, while having worked for only six months. It is thus clear that the petitioner has worked for more than 180 days in the preceeding twelve calendar months from the date of her termination. The respondents thus were duty bound to have at least resorted to the mandatory provisions of section 25-F of the Act, before dispensing with her services. Admittedly, it was not done.

19. It has also been averred that the petitioner was in fact engaged for seasonal work. The plea has not been raised whole heartedly as the respondents have also tried to simultaneously portray that the petitioner was employed on temporary basis and subject to availability of work and funds. It however, goes without saying that any engagement on daily

wage basis is primarily on temporary basis and is subject to availability of work and funds. No evidence worth the name has been led to show that the petitioner had been engaged for seasonal work alone. On the contrary it has come in the evidence of both the witnesses examined by the respondent that the working season in Spiti is from May to October only. Moreover, the petitioner having put in more than 180 days in the preceeding twelve months of her termination and that too in Spiti, thus, belies the claim of seasonal work raised by the respondent department. The mandays chart Ex. RW-1/B also further belies the claim propounded by the department. Moreover, there is nothing on record to remotely suggest that he petitioner was being called for work to fill in the temporary need of the department or was being called intermittently *i.e.* for seasonal work alone.

20. Furthermore, both the witnesses have admitted that work is still being conducted in the PCDO farm, RW-1 has deposed that the work is being conducted through a contractor, while strangely RW-2 goes on to say that the work is being done departmentally, as, a regular post has been created by the Government. Whom to believe is difficult to decipher. However, it has comes to the fore very candidly that work is still being undertaken in the farm how it is difficult to fathom from the account of the two witnesses discussed above.

21. Both the witnesses further on their own have though tried to portray that there were no funds and it was for the said reason that the petitioner could not be re-engaged after the year 2016. RW-2 has also stated that there was no budget. Strangely, though, both the witnesses have admitted that the work is being conducted at the farm. As per RW-1 the work is being taken through the contractor while as per RW-2 the work is being done departmentally, as a regular post has been created by the Government. Apart from the bald statement there is nothing on record to strengthen their such deposition. The only thing which can be inferred however is that work was not only available but was also being undertaken at the farm.

22. Since, admittedly no notice had been issued to the petitioner under section 25-F of the Act, which was mandatorily required to be done as the petitioner had put in more than 180 days in the preceeding twelve months of her termination, the action of the respondent cannot be sustained by any stretch of imagination. The Learned ADA though has urged that the petitioner has failed to prove that the petitioner has completed 180 days in twelve calendar preceding months and that she had been engaged purely for seasonal work, and, as such the termination of the petitioner cannot be faulted at any cost. He has further placed reliance upon the judgment of our own Hon'ble High Court titled as **Rajiv Kumar Vs. Presiding Judge, Industrial Tribunal and Others (2016-IV-LLJ-465)**.

23. I am afraid the ratio of the aforesaid judgment does not come to the rescue of the respondent state as in Rajiv Kumar's case (*supra*), the petitioner has been retrenched after following the provisions of section 25-F and after paying the compensation. He had again been engaged after his termination on seasonal work in some other farm by the respondent university and thereafter he had also failed to complete 240 days in the preceding twelve calendar months of his termination. It had been proved on record that the said petitioner had been working intermittently. The same is not the situation in the present case as has been detailed hereinabove *supra*.

24. The evidence discussed hereinabove *supra*, clearly goes to show that the petitioner squarely falls within the definition of "continuous service", as envisaged under section 25-B of the Act and as such the condition precedent for retrenchment, as envisaged under section 25-F has come to play, which has not been admittedly complied by the respondent.

25. However, there is no evidence on record to remotely show that the petitioner had been engaged to fill in a temporary need or was only a seasonal worker having been called intermittently and subject to availability of work. The mandays chart of the petitioner Ex.RW-1/B and the testimony of both the witnesses discussed hereinabove nowhere remotely suggests that the petitioner was a seasonal worker.

26. Though, the petitioner has pleaded that she is not gainfully employed since 1.9.2016 and a stereo typed version has also come in her affidavit filed by way of evidence, but, in view of the peculiar circumstances and more so keeping in view the fact that the working season in Spiti Division of Kinnaur District is only between May and October, it would be in the interest of justice that back-wages is not ordered to be paid. The grant of seniority and continuity would suffice to undo the wrong perpetuated by the respondent for not complying with the mandatory provisions of the Act. Moreover, nothing worthwhile has come on record to remotely suggest that some other hands have been reengaged in place of the petitioner, though as per the RW-1 and RW-2, some work was taken through contractors and departmental employees. The re-engagement of the petitioner would thus suffice the ends of justice.

27. For all the reasons discussed hereinabove it is thus more than clear that the respondents have violated the provisions of section 25-F while dispensing with the services of the petitioner despite having completed more than 180 days in the twelve months preceeding her termination, and it is held so. Both the issues are decided accordingly.

Relief.

For the foregoing reasons discussed hereinabove supra, the reference is partly allowed. The termination of the petitioner is quashed and set aside. The petitioner is ordered to be reinstated in service forthwith. The petitioner shall be entitled to seniority and continuity though without any back-wages. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today this 17th day of October, 2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference no. 118 of 2019.

Instituted on 16.7.2019.

Decided on 17.12.2020.

Chhering Lamo w/o Shri Urgyan Dorje, Village and P.O. Hurling, Tehsil Spiti, Distt. Lahual
Spiti, H.P. . . . *Petitioner.*

1. The Director, Horticulture Department, H.P. Shimla-2, H.P.
2. The subject matter Specialist (Horticulture), Spiti at Kaza, Distt. Lahul Spiti, H.P.
.. Respondents.

Reference under section 10 of the Industrial Disputes Act

For petitioner : Shri R.K Khidta, Advocate.

For respondents : Shri NitinSoni, ADA.

AWARD

The following reference was received for adjudication from the appropriate government:

“Whether termination of the services of Miss Chhering Lamo w/o Shri Urgyan Dorje, Village and P.O. Hurling, Tehsil Spiti, Distt. Lahaul & Spiti, H.P. by the (i) The Director, Horticulture Department, H.P. Shimla-2 and (ii) The Subject Matter Specialist (Horticulture), Spiti at Kaza, Distt. Lahaul & Spiti, H.P. w.e.f. 01.09.2016 without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employers?”

2. The dispute so raised by the petitioner and it emerges from the statement of claim is that she came to be engaged as a beldar (daily waged worker) by the respondent department on 1.5.2015 and she continuously worked as such till 31.8.2016, when her services unfortunately came to be terminated by the respondent and that too is stated to be oral and without following the provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act).

3. In sum and substance it is the case of the petitioner that she had completed 180 days in the proceeding twelve months of her termination. The work and conduct of the petitioner had remained satisfactory and she had been discharging her duties sincerely, diligently and honestly.

4. The termination is thus stated to be violative of sections 25-F, 25-G and 25-H of the Act. The work which the petitioner was performing with the respondent department is still available, it was rather being got performed through contractor and persons were being engaged through the said contractor. It is also averred by the petitioner that persons junior to him have still been retained by the department and as such the termination of the petitioner is also bad on that score also.

5. It is thus prayed that the termination of the petitioner w.e.f. 1.9.2016 be quashed and set aside and the petitioner be reinstated with all consequential benefits including continuity in service and full back wages. The petitioner has also sought damages to the tune of ₹ two lakhs along-with costs of ₹ 25,000/-.

6. While contesting the claim set forth by the petitioner, the respondent has *inter-alia* raised preliminary objections that the petition is not maintainable as the petitioner has not completed 180 days in each calendar year except the years 2015. The petition is also stated to be bad for want of any cause of action. Per the respondent the petitioner had been engaged as a

daily waged worker under the single line administration on temporary basis at Progeny-cum-Demonstration Orchard, Hurling District Lahul & Spiti to execute the horticulture activities in the filed during the summer season only. It is further the contention of the respondent that the petitioner was engaged from May 2015 to 30.11.2015 and March 2016 to 31.8.2016 subject to availability of work and funds under the PCDO hurling. The mandays chart of the petitioner has also been placed on record (Ex. RW-1/B).

7. On merits too the respondents have reiterated the same facts. It is vehemently urged that the petitioner has not completed 180 days in any calendar year, except in the year 2015, as is stated to be evident from the mandays chart also. It is denied that the provisions of sections 25-F, 25-G and 25-H have been violated by the respondent. The services of the petitioner had been engaged keeping in view the availability of work and funds. It is also averred by the respondent that the working season in Spiti Valley is available from May to October only. It is thus denied that the services of the petitioner had been terminated illegally. The respondents thus pray that the claim be dismissed being devoid of any merits.

8. While filing rejoinder, the petitioner controverted the averments in the reply filed by respondent and further reiterated those in the statement of claim.

9. On 16.10.2019, the following issues came to be framed by this Court:

1. Whether the termination of the petitioner *w.e.f.* 1.9.2016 is in violation of the provisions of section 25-F, G and H of the Industrial Disputes Act, 1947 as alleged? If so, to what relief the petitioner is entitled to? . . .*OPP.*
2. Whether the claim is not maintainable as the petitioner is stated to have not completed 180 days? If so, its effect thereto? . . .*OPP.*
3. Relief:

10. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No.1	Partly yes. Entitled to reinstatement with seniority and continuity but without back-wages.
Issue no.2	No.
Relief:	Reference is answered partly in favour of the petitioner and against the respondent per operative part of award.

REASONS FOR FINDINGS

Issues No. 1 & 2 :

11. Both these issues being correlated and intermingled are being taken up together for decision.

12. It is the pleaded case of the respondent department that the petitioner had not completed 180 days in each calendar year except the year 2015. It is further their averred case that the petitioner had been engaged for seasonal work and had been working as daily waged worker

under single line administration on temporary basis at Progeny-cum-Demonstration Hurling. The mandays chart of the petitioner has been annexed along-with as Ex. RW-1/B.

13. Judicial notice can be taken of the fact that a daily waged/contingent paid worker requires to put in 180 days in Kinnaur District and Spiti Sub Division of Lahul & Spiti District and the Bharmour area of Chamba District. The aforesaid areas fall under the Tribal area of Himachal Pradesh and a notification to this effect is in vogue since long.

14. To substantiate the pleas so raised in the reply the respondents have examined one Ms. Kalzang Chukit (RW-1) Horticulture Development Officer, Spiti and one Shri Dorje Tandup, Senior Assistant, working in the office of Subject Matter Specialist, Spiti.

15. Ms. Kalzang Chhukit (RW-1), Horticulture Development Officer has also reiterated that the petitioner was employed on temporary basis subject to availability of work and funds. She admits that the petitioner worked till 31.8.2016, but not continuously. The services of the petitioner were not requisitioned after 31.8.2016 as no funds under the wages head were available and the work on the field was not available. She further deposed that the petitioner has not completed 180 days in any calendar year except in the year 2015. Per this witness the working season in Spiti is from May to October only, and afterwards the developmental activities are closed due to heavy snowfall. As per this witness no work is being allotted to contractor by the respondents and no casual labour/worker of contractor is deployed for performing duties in place of the petitioner.

16. In the cross-examination it is admitted by the witness that no notice under section 25-F or compensation was paid to the petitioner nor any enquiry had ever been conducted against her. She though admits that the work which the petitioner was doing is still available. She also admits that the petitioner has completed 180 days in the preceeding twelve months from the date of her termination. It has however, come in her cross-examination that now work is being conducted through the contractor. She admits that no documents have been placed on record to show that no funds were allocated by the Government after 2016.

17. RW-2 Dorje Tandup has also deposed on the same lines. His testimony is also verbatim the same as RW-1. However, in his cross-examination the witness has deposed that the farm is still operational. He also admits that the petitioner has completed more than 180 days in the preceeding twelve months of her termination. He further admits that whatever work the petitioner was doing is still available and is being undertaken even today. Per this witness, however the work is being done departmentally as regular post has been created by the Government, He further admits that no opportunity was afforded to the petitioner when regular hands were engaged. He has also stated that no budget was available but no documents have been placed on record to show that no budgetary allocation has been made by the Government.

18. This is, but all the evidence led by the respondent. Admittedly, no notice under section 25-F or compensation has been paid to the petitioner. It is not disputed even by the respondent. Though the respondents have tried to portray that the petitioner had not completed 180 days and as such the termination cannot be faulted, but, Ex. RW-1/B, the mandays chart placed on record completely belies the claim set forth by the respondents. Not only have both the witnesses RW-1 & RW-2 admitted that the petitioner had completed 180 days in the preceeding twelve months before her termination, but, even a mere glance at Ex. RW-1/B shows that the petitioner has completed 180 days in the preceeding twelve months of her termination more so keeping in view the fact that the working season in Spiti Vally is from May to October and the same is also the deposition of both the witnesses examined by the respondents. Even otherwise judicial notice can well be noticed in this behalf. If we calculate the working days

as per the preceeding twelve months, as mentioned by the respondents themselves as per Ex. RW-/B, the petitioner has undoubtedly put in more-than 180 days. In fact in the year 2016 alone she has put in more than 174 days, while having worked for only six months. It is thus clear that the petitioner has worked for more than 180 days in the preceeding twelve calendar months from the date of her termination. The respondents thus were duty bound to have at least resorted to the mandatory provisions of section 25-F of the Act, before dispensing with her services. Admittedly, it was not done.

19. It has also been averred that the petitioner was in fact engaged for seasonal work. The plea has not been raised whole heartedly as the respondents have also tried to simultaneously portray that the petitioner was employed on temporary basis and subject to availability of work and funds. It however, goes without saying that any engagement on daily wage basis is primarily on temporary basis and is subject to availability of work and funds. No evidence worth the name has been led to show that the petitioner had been engaged for seasonal work alone. On the contrary it has come in the evidence of both the witnesses examined by the respondent that the working season in Spiti is from May to October only. Moreover, the petitioner having put in more than 180 days in the preceeding twelve months of her termination and that too in Spiti, thus, belies the claim of seasonal work raised by the respondent department. The mandays chart Ex. RW-1/B also further belies the claim propounded by the department. Moreover, there is nothing on record to remotely suggest that he petitioner was being called for work to fill in the temporary need of the department or was being called intermittently *i.e.* for seasonal work alone.

20. Furthermore, both the witnesses have admitted that work is still being conducted in the PCDO farm, RW-1 has deposed that the work is being conducted through a contractor, while strangely RW-2 goes on to say that the work is being done departmentally, as, a regular post has been created by the Government. Whom to believe is difficult to decipher. However, it has comes to the fore very candidly that work is still being undertaken in the farm how it is difficult to fathom from the account of the two witnesses discussed above.

21. Both the witnesses further on their own have though tried to portray that there were no funds and it was for the said reason that the petitioner could not be re-engaged after the year 2016. RW-2 has also stated that there was no budget. Strangely, though, both the witnesses have admitted that the work is being conducted at the farm. As per RW-1 the work is being taken through the contractor while as per RW-2 the work is being done departmentally, as a regular post has been created by the Government. Apart from the bald statement there is nothing on record to strengthen their such deposition. The only thing which can be inferred however is that work was not only available but was also being undertaken at the farm.

22. Since, admittedly no notice had been issued to the petitioner under section 25-F of the Act, which was mandatorily required to be done as the petitioner had put in more than 180 days in the preceeding twelve months of her termination, the action of the respondent cannot be sustained by any stretch of imagination. The Learned ADA though has urged that the petitioner has failed to prove that the petitioner has completed 180 days in twelve calendar preceding months and that she had been engaged purely for seasonal work, and, as such the termination of the petitioner cannot be faulted at any cost. He has further placed reliance upon the judgment of our own Hon'ble High Court titled as **Rajiv Kumar Vs. Presiding Judge, Industrial Tribunal and Others (2016 –IV-LLJ-465)**.

23. I am afraid the ratio of the aforesaid judgment does not come to the rescue of the respondent state as in Rajiv Kumar's case (*supra*), the petitioner has been retrenched after following the provisions of section 25-F and after paying the compensation. He had again

been engaged after his termination on seasonal work in some other farm by the respondent university and thereafter he had also failed to complete 240 days in the preceding twelve calendar months of his termination. It had been proved on record that the said petitioner had been working intermittently. The same is not the situation in the present case as has been detailed hereinabove *supra*.

24. The evidence discussed hereinabove *supra*, clearly goes to show that the petitioner squarely falls within the definition of “continuous service”, as envisaged under section 25-B of the Act and as such the condition precedent for retrenchment, as envisaged under section 25-F has come to play, which has not been admittedly complied by the respondent.

25. However, there is no evidence on record to remotely show that the petitioner had been engaged to fill in a temporary need or was only a seasonal worker having been called intermittently and subject to availability of work. The mandays chart of the petitioner Ex.RW-1/B and the testimony of both the witnesses discussed hereinabove nowhere remotely suggests that the petitioner was a seasonal worker.

26. Though, the petitioner has pleaded that she is not gainfully employed since 1.9.2016 and a stereo typed version has also come in her affidavit filed by way of evidence, but, in view of the peculiar circumstances and more so keeping in view the fact that the working season in Spiti Division of Kinnaur District is only between May and October, it would be in the interest of justice that back-wages is not ordered to be paid. The grant of seniority and continuity would suffice to undo the wrong perpetuated by the respondent for not complying with the mandatory provisions of the Act. Moreover, nothing worthwhile has come on record to remotely suggest that some other hands have been reengaged in place of the petitioner, though as per the RW-1 and RW-2, some work was taken through contractors and departmental employees. The re-engagement of the petitioner would thus suffice the ends of justice.

27. For all the reasons discussed hereinabove it is thus more than clear that the respondents have violated the provisions of section 25-F while dispensing with the services of the petitioner despite having completed more than 180 days in the twelve months preceeding her termination, and it is held so. Both the issues are decided accordingly.

Relief.

For the foregoing reasons discussed hereinabove *supra*, the reference is partly allowed. The termination of the petitioner is quashed and set aside. The petitioner is ordered to be reinstated in service forthwith. The petitioner shall be entitled to seniority and continuity though without any back-wages. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today this 17th day of October, 2019.

Sd/-
(CHIRAG BHANU SINGH),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171001**NOTIFICATION***Shimla, the 16th January, 2021*

No.HHC/Admn.16(7)74-XV.—The Hon'ble Chief Justice, in exercise of the powers vested in him U/S 139(b) of the Code of Civil Procedure, 1908, U/S 297(1) (b) of the Code of Criminal Procedure, 1973 and Rule 5(vi) of the H.P. Oath Commissioners (Appointment & Control) Rules, 2007 has been pleased to appoint Ms. Sapna (HIM/341/2015) and Sh. Hardik Sharma (HIM/5/2016), Advocates, as Oath Commissioners at Palampur, Distt. Kangra, H.P. for a period of two years with immediate effect for administering oaths and affirmations on affidavits to the deponents under the aforesaid Codes and Rules.

By order,
Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171001**NOTIFICATION***Shimla, the 26th September, 2020*

No.HHC/Admn.16(7)74-XIV.—The Hon'ble Chief Justice, in exercise of the powers vested in him U/S 139(b) of the Code of Civil Procedure, 1908, U/S 297(1) (b) of the Code of Criminal Procedure, 1973 and Rule 5(vi) of the H.P. Oath Commissioners (Appointment & Control) Rules, 2007 has been pleased to appoint Sh. Nitish Malhotra (HIM/310/2016), Advocate, as Oath Commissioner at Baijnath for a period of two years with immediate effect for administering oaths and affirmations on affidavits to the deponents under the aforesaid Codes and Rules.

By order,
Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171001**NOTIFICATION***Shimla, the 16th September, 2020*

No.HHC/Admn.16(22)75-V.—The Hon'ble Chief Justice, in exercise of the powers vested in him U/S 139(b) of the Code of Civil Procedure, 1908, U/S 297(1) (b) of the Code of Criminal

Procedure, 1973 and Rule 5(vi) of the H.P. Oath Commissioners (Appointment & Control) Rules, 2007 has been pleased to appoint Sh. Vijay Kumar, Advocate (HIM/309/2014), as Oath Commissioner at Paonta Sahib, H.P. for a period of two years with immediate effect for administering oaths and affirmations on affidavits to the deponents under the aforesaid Codes and Rules.

By order,
Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171001

NOTIFICATION

Shimla, the 25th November, 2020

No.HHC/GAZ/14-383/2017.—Hon'ble the Chief Justice has been pleased to grant *ex-post facto* sanction of 02 days commuted leave for 07-10-2020 and 08-10-2020 in favour of Ms. Preeti Thakur, Additional District and Sessions Judge(I), Una, H.P.

Certified that Ms. Preeti Thakur had joined the same post and at the same station from where she proceeded on leave, after expiry of the above period of leave.

Also certified that Ms. Preeti Thakur would have continued to hold the post of Additional District and Sessions Judge(I), Una, H.P., but for her proceeding on leave for the above period.

By order,
Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171001

NOTIFICATION

Shimla, the 27th November, 2020

No. HHC/GAZ/14-349/2014.—Hon'ble the Chief Justice has been pleased to grant *ex-post facto* sanction of 08 days commuted leave *w.e.f.* 06-11-2020 to 13-11-2020 with permission to suffix gazetted holidays fell *w.e.f.* 14-11-2020 to 17-11-2020 in favour of Shri Vikas Bhardwaj, Registrar (Judicial), High Court of H.P., Shimla.

Certified that Shri Vikas Bhardwaj had joined the same post and at the same station from where he proceeded on leave, after expiry of the above period of leave.

Also certified that Shri Vikas Bhardwaj would have continued to hold the post of Registrar (Judicial), High Court of H.P., Shimla., but for his proceeding on leave for the above period.

By order,
Sd/-
Registrar General.

ब अदालत कार्यकारी दण्डाधिकारी एवं तहसीलदार, तहसील सदर चम्बा, जिला चम्बा (हि0 प्र0)

मिसल नम्बर : तहसील रीडर/2021

तारीख पेशी : 23-3-2021

नागेश कुमार पुत्र मन बहादुर, निवासी गांव/मुहल्ला रजेरा, डाकघर रजेरा, तहसील व जिला चम्बा (हि0 प्र0)।

बनाम

आम जनता एवं ग्राम पंचायत रजेरा

उनवान मुकद्दमा.—दरखास्त जेर धारा 13(3) पंजीकरण जन्म व मृत्यु दर्ज करने बारा।

प्रार्थी नागेश कुमार पुत्र मन बहादुर, निवासी गांव/मुहल्ला रजेरा, डाकघर रजेरा, तहसील व जिला चम्बा (हि0 प्र0) ने इस कार्यालय में आवेदन किया है कि उसका जन्म दिनांक 27-02-1992 को हुआ है। लेकिन जन्म से सम्बन्धित घटना ग्राम पंचायत रजेरा, विकास खण्ड मैहला के कार्यालय में दर्ज न हुई है, प्रार्थी जिसे दर्ज करवाना चाहता है।

अतः सर्वसाधारण जनता को इस इशतहार द्वारा सूचित किया जाता है कि प्रार्थी की जन्म तिथि 27-02-1992 को ग्राम पंचायत रजेरा, विकास खण्ड मैहला के कार्यालय के जन्म/मृत्यु अभिलेख में दर्ज करने बारा अगर किसी को आपत्ति हो तो वह असालतन या वकालतन अपनी आपत्ति इस अदालत में इशतहार के प्रकाशन के एक माह के भीतर-भीतर सुबह 10.00 से सायं 5.00 बजे तक दर्ज करवा सकता है। निर्धारित अवधि में आपत्ति न आने की सूरत में प्रार्थी की जन्म तिथि 27-02-1992 को ग्राम पंचायत रजेरा, विकास खण्ड मैहला के कार्यालय के जन्म अभिलेख में दर्ज करने के आदेश स्थानीय रजिस्ट्रार जन्म एवं मृत्यु को पारित कर दिये जाएंगे।

आज दिनांक 23-02-2021 को मेरे हस्ताक्षर व मोहर न्यायालय से जारी हुआ।

मोहर।

हस्ताक्षरित/-
कार्यकारी दण्डाधिकारी एवं तहसीलदार
तहसील सदर चम्बा, जिला चम्बा (हि0 प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, ककीरा, जिला चम्बा, हिमाचल प्रदेश

श्री विनय राना सुपुत्र स्व० श्री गोवर्धन, निवासी गांव लधेरा, डाकघर घटासनी, उप-तहसील ककीरा, जिला चम्बा, हिमाचल प्रदेश।

विषय.—प्रार्थना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना-पत्र, ब्यान हल्फी बमय अन्य कागजात इस आशय से गुजारा है कि उसकी पुत्री अनुष्का राना की जन्म तिथि 28-04-2006 है, जोकि ग्राम पंचायत चलामा के रिकार्ड में दर्ज न है। जिसे दर्ज किया जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी की पुत्री की जन्म तिथि ग्राम पंचायत चलामा के रिकार्ड में दर्ज करने पर यदि किसी को कोई उजर एवं एतराज हो तो वह असालतन या वकालतन अदालत अधोहस्ताक्षरी दिनांक 27-03-2021 को हाजिर आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके नाम व जन्म तिथि दर्ज करने के आदेश दे दिये जाएंगे।

आज दिनांक 25-02-2021 को मेरे हस्ताक्षर व अदालत मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित/—
(ज्ञान चन्द),
कार्यकारी दण्डाधिकारी
ककीरा, जिला चम्बा (हि० प्र०)।

ब अदालत कार्यकारी दण्डाधिकारी, ककीरा, जिला चम्बा, हिमाचल प्रदेश

श्री पवन कुमार सुपुत्र स्व० श्री ज्ञान चन्द, निवासी गांव अंगेला, डाकघर बकलोह, उप-तहसील ककीरा, जिला चम्बा, हिमाचल प्रदेश।

विषय.—प्रार्थना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना-पत्र, ब्यान हल्फी बमय अन्य कागजात इस आशय से गुजारा है कि उसकी सौतेली मां श्रीमती सोमा देवी की मृत्यु तिथि 10-12-1992 है, जोकि ग्राम पंचायत ककीरा जरेई के रिकार्ड में दर्ज न है। जिसे दर्ज किया जावे।

इस सम्बन्ध में सर्वसाधारण जनता को बजरिया इश्तहार सूचित किया जाता है कि प्रार्थी की सौतेली मां श्रीमती सोमा देवी की मृत्यु तिथि, ग्राम पंचायत ककीरा जरेई के रिकार्ड में दर्ज करने पर यदि किसी को कोई उजर एवं एतराज हो तो वह असालतन या वकालतन अदालत अधोहस्ताक्षरी दिनांक 27-03-2021 को हाजिर आकर अपना एतराज दर्ज करवा सकता है। हाजिर न आने की सूरत में एकतरफा कार्यवाही अमल में लाई जा करके नाम व मृत्यु तिथि दर्ज करने के आदेश दे दिये जाएंगे।

आज दिनांक 23-02-2021 को मेरे हस्ताक्षर व अदालत मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित/—
(ज्ञान चन्द),
कार्यकारी दण्डाधिकारी
ककीरा, जिला चम्बा (हि० प्र०)।

**ब अदालत श्री देवा चन्द नेगी, सहायक समाहर्ता द्वितीय श्रेणी, तहसील रामपुर बुशैहर,
जिला शिमला, हिमाचल प्रदेश**

मुकद्दमा नं० 07/20

तारीख दायर : 07-08-2021

श्री जोगिन्द्र लाल पुत्र श्री चैन राम, गांव खनेवली, डाकघर देवनगर, तहसील रामपुर बुशैहर, जिला शिमला, हिमाचल प्रदेश प्रार्थी।

बनाम

आम जनता

प्रतिवादी।

दरखास्त दुरुस्ती नाम माल कागजात अराजी खाता/खतौनी नं० 19/43, ता 47, 20/49, 21/49, महाल खनेवली, तहसील रामपुर बुशैहर, जिला शिमला (हि० प्र०)।

नोटिस बनाम आम जनता।

दरखास्त नाम दुरुस्ती कागजात माल हमारे समक्ष प्रार्थी श्री जोगिन्द्र लाल पुत्र श्री चैन राम, गांव खनेवली, डाकघर देवनगर, तहसील रामपुर बुशैहर, जिला शिमला, हिमाचल प्रदेश ने इस आशय के साथ प्रस्तुत की है कि मुताबिक पंचायत रिकार्ड में प्रार्थी का नाम जोगिन्द्र लाल पुत्र श्री चैन राम सही व दुरुस्त है परन्तु अराजी खाता नं० 19/43, ता 47, 20/49, 21/49, महाल खनेवली, तहसील रामपुर बुशैहर, जिला शिमला (हि० प्र०) के खाना मालिक में जविन्द लाल दर्शाया गया है जोकि गलत है जबकि प्रार्थी का सही नाम जोगिन्द्र लाल है। प्रार्थी अपना नाम पंचायत रिकार्ड के मुताबिक जविन्द लाल के स्थान पर जोगिन्द्र लाल उर्फ जविन्द लाल दुरुस्त/दर्ज करवाना चाहता है।

अतः आम जनता को इस इश्तहार द्वारा सूचित किया जाता है कि राजस्व अभिलेख में जोगिन्द्र लाल उर्फ जविन्द लाल दुरुस्त/दर्ज करने बारा किसी भी व्यक्ति को किसी भी प्रकार का उजर/एतराज हो तो वह दिनांक 20-03-2021 को प्रातः 10.00 बजे असालतन या वकालतन हाजिर अदालत आकर अपना उजर/एतराज पेश कर सकता है। अन्यथा एकतरफा कार्यवाही अमल में लाई जाएगी।

आज दिनांक 22-02-2021 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

देवा चन्द नेगी,
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील रामपुर बुशैहर, जिला शिमला (हि० प्र०)।

**ब अदालत श्री देवा चन्द नेगी, सहायक समाहर्ता द्वितीय श्रेणी, तहसील रामपुर बुशैहर,
जिला शिमला, हिमाचल प्रदेश**

मुकद्दमा नं० : 13/20

तारीख दायर : 02-09-2020

श्री शिव सिंह पुत्र श्री रतन दास, निवासी गांव मोलगी, तहसील रामपुर बुशैहर, जिला शिमला (हि० प्र०)।

बनाम

1. श्रीमती पोशी पुत्री धंसी पत्नी रतन दास, गांव मोलगी, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0), 2. आम जनता।

दरखास्त मकफूद-उल-खबरी इन्तकाल जायज वारसान श्रीमती पोशी पुत्री धंसी अराजी खाता/खतौनी नं0 31/93, महाल नाला खोबर, खाता/खतौनी नं0 99/211, ता 212 महाल, उप-महाल जगूणी, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।

नोटिस बनाम आम जनता।

यह दरखास्त श्री शिव सिंह पुत्र श्री रतन दास, निवासी गांव मोलगी, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0) ने इस आशय के साथ प्रस्तुत की है कि प्रार्थी की माता श्रीमती पोशी पुत्री धंसी, गांव मोलगी, तहसील रामपुर बुशैहर का इन्तकाल मकफूद-उल-खबरी, मौजा डंसा में ई0नं0 286, तारीख 21-10-2018 को किया गया था प्रार्थी जिसके आधार पर अब खाता/खतौनी नं0 31/93, महाल नाला खोबर, खाता/खतौनी नं0 99/211, ता 212 महाल, उप-महाल जगूणी के खाना मालिक में वादी प्रतिवादी पोशी के जायज वारसान के हक में मकफूद-उल-खबरी इन्तकाल तस्दीक करवाना चाहता है।

अतः इस इश्तहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति या पोशी प्रतिवादी यदि जीवित हो तो मकफूद-उल-खबरी इन्तकाल जायज वारसान के हक में तस्दीक करने बारे कोई आपत्ति हो तो वह दिनांक 20-03-2021 को या इससे पूर्व अदालत हजा में हाजिर आकर अपनी आपत्ति दर्ज करवा सकता है। बाद गुजरने मियाद कोई भी उजर/एतराज काबिले समायत न होगा तथा नियमानुसार मकफूद-उल-खबरी इन्तकाल जायज वारसान के हक में तस्दीक करने के आदेश पारित किए जाएंगे।

आज दिनांक 22-02-2021 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

देवा चन्द नेगी,
सहायक समाहर्ता द्वितीय श्रेणी,
तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।

**In the Court of Sh. Saurabh Jassal, IAS, Marriage Officer-cum-Sub-Divisional Magistrate,
Theog, District Shimla (H. P.)**

In the matter of :

Mr. Himanshu s/o Shri Rajesh Chauhan, r/o Village Bagori, P.O. Himri, Tehsil Kotkhai,
District Shimla, H.P.

Miss. Kumari Deepa d/o Sh. Naryan Singh, r/o Village & P.O. Chaila, Tehsil Theog,
District Shimla, H.P. . . Applicants.

Versus

The General Public

. . Respondent.

Proclamation for the registration of Marriage under section 15 of the Special Marriage Act, 1954.

Mr. Himanshu s/o Shri Rajesh Chauhan and Miss Kumari Deepa d/o Sh. Naryan Singh have filed an application alongwith affidavits before the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 15-11-2017 and they are living as

husband and wife since then, hence their marriage is to be registered under Special Marriage Act, 1954 under section 15.

Therefore, by this proclamation, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or in writing within 30 days from the date of publication of this notice after that no objection will be entertained and marriage will be registered accordingly.

Given under my hand and seal of the court on this 24th day of February, 2021.

Seal.

SAURABH JASSAL IAS,
*Marriage Officer-cum-Sub-Divisional Magistrate,
Theog, District Shimla (H. P.).*

**In the Court of Sh. Saurabh Jassal, IAS, Marriage Officer-cum-Sub-Divisional Magistrate,
Theog, District Shimla (H. P.)**

In the matter of :

Mr. Mohammad s/o Shri Sher Muhammad, r/o Village & P.O. Gumma, Tehsil Kotkhai,
District Shimla (H.P.).

Miss. Najima Begam d/o Sh. Lal Mohammad, r/o Village Kima Chandrauli, P.O. Kedi,
Tehsil Nerwa, District Shimla (H.P.) . . *Applicants.*

Versus

The General Public

. . *Respondent.*

Proclamation for the registration of Marriage under section 15 of the Special Marriage Act, 1954.

Mr. Mohammad s/o Shri Sher Muhammad and Miss Najima Begam d/o Sh. Lal Mohammad have filed an application alongwith affidavits before the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 15-11-2017 and they are living as husband and wife since then, hence their marriage is to be registered under Special Marriage Act, 1954 under section 15.

Therefore, by this proclamation, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or in writing within 30 days from the date of publication of this notice after that no objection will be entertained and marriage will be registered accordingly.

Given under my hand and seal of the court on this 24th day of February, 2021.

Seal.

SAURABH JASSAL IAS,
*Marriage Officer-cum-Sub-Divisional Magistrate,
Theog, District Shimla (H. P.).*

**ब अदालत श्री प्रदीप मैहता, कार्यकारी दण्डाधिकारी, तहसील रोहडू, जिला शिमला,
हिमाचल प्रदेश**

अनिल कुमार पुत्र स्व० श्री खुशी राम, निवासी बराडा, डाकघर अढाल, तहसील रोहडू, जिला शिमला,
हिमाचल प्रदेश प्रार्थी।

बनाम

आम जनता

उनवान मुकद्दमा.—दरखास्त जेर धारा 13(3) जन्म एवम् मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत।

इस अदालत में अनिल कुमार पुत्र स्व० श्री खुशी राम, निवासी बराडा, डाकघर अढाल, तहसील रोहडू, जिला शिमला, हिमाचल प्रदेश ने प्रार्थना—पत्र गुजार कर निवेदन किया है कि उसके पिता स्व० श्री खुशी राम पुत्र गुल्ट राम की मृत्यु दिनांक 27-07-2006 को हुई है परन्तु अज्ञानतावश उसकी मृत्यु तिथि को ग्राम पंचायत अढाल के रिकार्ड में आज तक पंजीकृत नहीं करवाया गया है तथा उसकी मृत्यु तिथि को दर्ज करने के आदेश ग्राम पंचायत ब्रासली को दिये जावें।

उपरोक्त प्रार्थना—पत्र के सम्बन्ध में आम जनता को बजरिया इश्तहार राजपत्र हिमाचल प्रदेश में प्रकाशन कर सूचित किया जाता है कि यदि किसी भी व्यक्ति को इस नाम के पंजीकरण बारे किसी भी प्रकार का एतराज या उजर हो तो वह दिनांक 01-04-2021 तक असालतन या वकालतन हाजिर होकर लिखित व मौखिक प्रस्तुत करे। यदि उक्त तारीख तक कोई उजर/एतराज प्रस्तुत नहीं हुआ तो यह समझा जावेगा कि प्रार्थी के पिता स्व० श्री खुशी राम पुत्र स्व० श्री गुल्ट राम की मृत्यु तिथि ग्राम पंचायत ब्रासली के मृत्यु रजिस्टर में दर्ज करने हेतु कोई आपत्ति नहीं है तथा मृत्यु तिथि दर्ज करने के आदेश पारित कर दिये जाएंगे।

आज दिनांक 01-03-2021 को मेरे हस्ताक्षर व मोहर सहित अदालत से जारी हुआ।

मोहर।

प्रदीप मैहता,
कार्यकारी दण्डाधिकारी रोहडू
जिला शिमला (हि० प्र०)।

**ब अदालत श्री परीक्षित कुमार, रजिस्ट्रेशन एवं मैरिज अधिकारी गगरेट स्थित कलोह,
जिला ऊना (हि० प्र०)**

आशिम एवं अन्जु

बनाम

आम जनता

विषय.—शादी पंजीकरण प्रमाण—पत्र प्रदान करने बारे।

श्री आशिम पुत्र श्री रामपाल, निवासी गांव गगरेट, वार्ड नं० 6, सब—तहसील गगरेट स्थित कलोह, जिला ऊना (हि० प्र०) ने प्रार्थना—पत्र प्रस्तुत किया है, जिसमें उसने लिखा है कि उसकी शादी अन्जु पुत्री राजिन्द्र कुमार, निवासी गांव चौहाल, तहसील व जिला होशियारपुर (पंजाब) के साथ दिनांक 23-10-2020 को हुई है का पंजीकरण किया जाकर उसे शादी पंजीकरण प्रमाण—पत्र दिया जाये।

अतः इस नोटिस के माध्यम से समस्त जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को शादी पंजीकरण बारे कोई एतराज/आपत्ति हो तो वह दिनांक 22-03-2021 को प्रातः 11.00 बजे असालतन या वकालतन हाजिर अदालत होकर पेश करें अन्यथा एकतरफा कार्यवाही अमल में लाई जाकर प्रार्थी को शादी पंजीकरण प्रमाण-पत्र जारी कर दिया जाएगा तथा बाद में कोई उजर काबिले समायत न होगा।

आज दिनांक 20-02-2021 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

परीक्षित कुमार,
रजिस्ट्रेशन एवं मैरिज अधिकारी,
गगरेट स्थित कलोह, जिला ऊना (हि0 प्र0)।

ब अदालत श्री परीक्षित कुमार, रजिस्ट्रेशन एवं मैरिज अधिकारी गगरेट स्थित कलोह,
जिला ऊना (हि0 प्र0)

अरविन्द एवं रेखा रानी

बनाम

आम जनता

विषय.—शादी पंजीकरण प्रमाण-पत्र प्रदान करने बारे।

श्री अरविन्द पुत्र श्री रामपाल, निवासी गांव गगरेट, वार्ड नं0 6, सब-तहसील गगरेट स्थित कलोह, जिला ऊना (हि0 प्र0) ने प्रार्थना-पत्र प्रस्तुत किया है, जिसमें उसने लिखा है कि उसकी शादी रेखा रानी पुत्री राजिन्द्र कुमार, निवासी गांव चौहाल, तहसील व जिला होशियारपुर (पंजाब) के साथ दिनांक 23-10-2020 को हुई है का पंजीकरण किया जाकर उसे शादी पंजीकरण प्रमाण-पत्र दिया जाये।

अतः इस नोटिस के माध्यम से समस्त जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को शादी पंजीकरण बारे कोई एतराज/आपत्ति हो तो वह दिनांक 22-03-2021 को प्रातः 11.00 बजे असालतन या वकालतन हाजिर अदालत होकर पेश करें अन्यथा एकतरफा कार्यवाही अमल में लाई जाकर प्रार्थी को शादी पंजीकरण प्रमाण-पत्र जारी कर दिया जाएगा तथा बाद में कोई उजर काबिले समायत न होगा।

आज दिनांक 20-02-2021 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

परीक्षित कुमार,
रजिस्ट्रेशन एवं मैरिज अधिकारी,
गगरेट स्थित कलोह, जिला ऊना (हि0 प्र0)।